

Releasable

Date: 10/23/09, 11/20/09

Document: 876126, 877719

Excess Liability Insurance Policy

Hartford Accident and Indemnity Company
Hartford Plaza, Hartford, Connecticut 06115

(A stock insurance company, herein called the Company)

POLICY NO. 08 XS 10 02 79

DECLARATIONS

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Previous Policy No.

08 XS 10 02 02

1. Insured and Address

Monsanto Company
800 North Lindbergh Boulevard
St. Louis, Missouri 63166

2. Policy Period

04-01-77 to 04-01-78

Producer's Name and Address

Agent Code

Thomas E. Sears, Inc.
Boston, Massachusetts

088910

12:01 A. M., standard time at the address of the first named insured
as stated herein.

The first named insured is:

☐ Individual
☐ Joint Venture

☐ Partnership
☐ (Other)

☒ Corporation

3. Premium: \$4,500

which is: ☒ Flat Charge☐ Adjustable at

a rate of \$ _____ per \$ _____ of

If Policy Period more than one year, the Premium is Payable:

On effective date of Policy — As stated in Item 3

1st Anniversary \$ _____

2nd Anniversary \$ _____

4. Schedule of Underlying Insurance Policies

Policy Number	Policy Period	Type of Policy	Limits of Liability	Insurer
SD 9031/UGL 0285	04-01-77 to 04-01-78	Umbrella Liability	5,000,000 ea. occur 5,000,000 ea. aggr.	Underwriters at Lloyd's at various Companies
Various	04-01-77 to 04-01-78	Excess	93,000,000 ea. occur 93,000,000 ea. aggr.	Various
EXCESS OF PRIMARY INSURANCE COVERAGE PLACE WITH TRAVELERS				

5. Limits of Liability

The limits of the Company's liability against the insurance afforded by this policy shall, subject to all the terms of this policy relating thereto, be as stated either in Item 3(a) or Item 5(b) below.

(a) Excess Limits of Liability - Quota Share Basis

09.76%, being \$ 3,000,000 each occurrence and \$ 3,000,000 aggregate quota
share part of \$ 30,750,000 each occurrence and \$ 30,750,000 aggregate
excess of underlying insurance.

(b) Excess Limits of Liability - Full Limits Basis

\$ _____,000 each occurrence and \$ _____,000 aggregate
excess of underlying insurance.

Form Numbers of Endorsements forming part of Policy at issue:

AL-8-1-B (Cancellation Amendatory Endorsement); AL-8-1-B (Exclusion of Fidelity Exposure)

GL-8-1-B (Exclusion of PCB Exposure)

L-2888-0 Printed in U. S. A. (NS)

(1)

C. Underwritten by

Authorized Agent

MONS 154417



THE HARTFORD

Named Insured and Address

This endorsement forms a part of Policy No. 08 XS 10 02 79
issued by THE HARTFORD INSURANCE GROUP company designated
therein, and takes effect as of the effective date of said policy unless
another effective date is stated herein.

Monsanto Company
800 North Lindbergh Boulevard
St. Louis, Missouri 63166

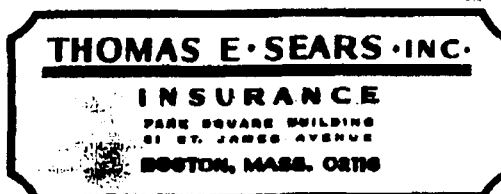
Effective date 04-01-77 12:01 A. M., standard time
at the address of the named insured as stated herein.

This endorsement modifies such insurance as is afforded by the provisions of the policy relating to the following:

EXCESS LIABILITY INSURANCE POLICY

Exclusion of Polychlorinated Biphenyls

It is agreed that this policy excludes coverage for Polychlorinated
Biphenyls ("PCB"). ✓



Nothing herein contained shall be held to vary, waive, alter, or extend any of the terms, conditions, agreements or declarations of the policy, other than as herein stated.

This endorsement shall not be binding unless countersigned by a duly authorized agent of the company; provided that if this endorsement takes effect as of the effective date of the policy and, at issue of said policy, forms a part thereof, countersignature on the declarations page of said policy by a duly authorized agent of the company shall constitute valid countersignature of this endorsement.

Countersigned by.....

Authorized Agent



THE HARTFORD

Named Insured and Address

This endorsement forms a part of Policy No. 08 XS 10 02 79... issued by THE HARTFORD INSURANCE GROUP company designated therein, and takes effect as of the effective date of said policy unless another effective date is stated herein.

Monsanto Company
800 North Lindbergh Boulevard
St. Louis, Missouri 63166

Effective date 04-01-77 12:01 A. M., standard time
at the address of the named insured as stated herein.

This endorsement modifies such insurance as is afforded by the provisions of the policy relating to the following:

EXCESS LIABILITY INSURANCE POLICY

Exclusion of Fidelity Coverage

It is agreed that this policy excludes coverage for the Fidelity exposure.

Nothing herein contained shall be held to vary, waive, alter, or extend any of the terms, conditions, agreements or declarations of the policy, other than as herein stated.

This endorsement shall not be binding unless countersigned by a duly authorized agent of the company; provided that if this endorsement takes effect as of the effective date of the policy and, at issue of said policy, forms a part thereof, countersignature on the declarations page of said policy by a duly authorized agent of the company shall constitute valid countersignature of this endorsement.

Countersigned by.....
Authorized Agent

Form AL-8-1 © Printed in U.S.A. ISO

MONS 154419



THE HARTFORD

Named Insured and Address

This endorsement forms a part of Policy No. 08 XS 10 02 79
issued by THE HARTFORD INSURANCE GROUP company designated
therein, and takes effect as of the effective date of said policy unless
another effective date is stated herein.

Monsanto Company
800 North Lindbergh Boulevard
St. Louis, Missouri 63166

Effective date 04-01-77 12:01 A. M., standard time
at the address of the named insured as stated herein.

This endorsement modifies such insurance as is afforded by the provisions of the policy relating to the following:


EXCESS LIABILITY INSURANCE POLICY

Cancellation Amandatory Endorsement

It is agreed that under Conditions, Item 4, Cancellation, "sixty days" replaces
the words "thirty days."

Nothing herein contained shall be held to vary, waive, alter, or extend any of the terms, conditions, agreements or declarations of the policy, other than as herein stated.

This endorsement shall not be binding unless countersigned by a duly authorized agent of the company; provided that if this endorsement takes effect as of the effective date of the policy and, at issue of said policy, forms a part thereof, countersignature on the declarations page of said policy by a duly authorized agent of the company shall constitute valid countersignature of this endorsement.

Countersigned by 
Authorized Agent

Form AL-6-1 © Printed in U.S.A. ISO:

MONS 154420

AMENDMENT OF DECLARATIONS

This endorsement forms a part of Policy No. 08XS100202
 issued by THE HARTFORD INSURANCE GROUP company design-
 ated therein, and takes effect as of the effective date of said policy
 unless another effective date is stated herein.

Named Insured and Address
 Monsanto Company
 800 North Lindbergh Boulevard
 St. Louis, Missouri 63166

Effective date 4/1/76

12:01 A. M., standard time at the address of the named insured as
 stated herein.

This endorsement modifies such insurance as is afforded by the provisions of the policy relating to the following:

EXCESS LIABILITY INSURANCE POLICY

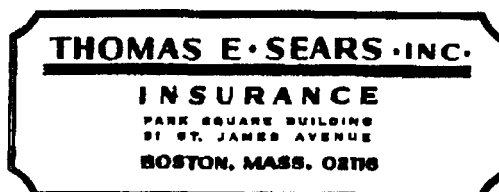
In consideration of the premium charged it is agreed that under Conditions, Item 4,
 Cancellation, sixty days replaces the words thirty days.

It is further agreed that Item 4, Schedule of Underlying Insurance Policies, is
 amended to read

<u>Policy Number</u>	<u>Policy Period</u>	<u>Type of Policy</u>	<u>Limits of Liability</u>	<u>Insurers</u>
Various	4/1/75 - 4/1/78	Umbrella Liability	\$48,000M Each Occur. \$48,000M Aggregate	Various

which is excess of primary insurance coverage placed with various insurers.

It is further agreed that this policy excludes coverage for the Fidelity exposure.



Nothing herein contained shall be held to vary, waive, alter, or extend any of the terms, conditions, agreements or declarations of the policy, other
 than as herein stated.

This endorsement shall not be binding unless countersigned by a duly authorized agent of the company; provided that if this endorsement takes
 effect as of the effective date of the policy and, at issue of said policy, forms a part thereof, countersignature on the declarations page of said policy
 by a duly authorized agent of the company shall constitute valid countersignature of this endorsement.



Countersigned by

J. R. Enders

Authorized Agent

Excess Liability Insurance Policy

Hartford Accident and Indemnity Company

Hartford Plaza, Hartford, Connecticut 06115

(A stock insurance company, herein called the Company)



THE HARTFORD

POLICY NO. 08XS100202

(COVER NOTE SD 102-7)

DECLARATIONS

Items

Previous Policy No.

NEW

Monsanto Company

800 North Lindbergh Boulevard

St. Louis, Missouri 63166

1. Insured and Address

2. Policy Period From

4/1/76

To 4/1/77

Producer's Name and Address

Agent Code

Thomas E. Sears, Inc.

088910

Boston, Massachusetts

12:01 A. M., standard time at the address of the first named insured as stated herein.

The first named insured is:



Individual



Partnership



Corporation

Joint Venture

(Other)

3. Premium: \$ 6,000. which is: ☒ Flat Charge
☐ Adjustable at
a rate of \$ _____ per \$ _____ of _____

If Policy Period more than one year, the Premium is Payable:

On effective date of Policy — As stated in Item 3

1st Anniversary \$ _____

2nd Anniversary \$ _____

4. Schedule of Underlying Insurance Policies

Policy Number	Policy Period	Type of Policy	Limits of Liability	Insurer
Unknown	4/1/75 - 4/1/76	Umbrella Liability	\$2,000M ea. occur. 2,000M agg.	Travelers
Various	4/1/75 - 4/1/78	Excess Indemnity Policies	48,000M ea. occ. 48,000M agg.	Various Insurers
Excess of primary insurance coverage placed with various insurers				

M = \$1000.

5. Limits of Liability

The limits of the Company's liability against the insurance afforded by this policy shall, subject to all the terms of this policy relating thereto, be as stated either in Item 5(a) or Item 5(b) below.

(a) Excess Limits of Liability - Quota Share Basis

16-2/3 %, being \$ 5,000 ,000 each occurrence and \$ 5,000 ,000 aggregate quota share part of \$30,000 ,000 each occurrence and \$ 30,000 ,000 aggregate excess of underlying insurance.

(b) Excess Limits of Liability - Full Limits Basis

\$,000 each occurrence and \$,000 aggregate excess of underlying insurance.

Form Numbers of Endorsements forming part of Policy as issued:

L-1000-0 Printed in U. S. A. (NS)

ORIGINAL

(1)

Countersigned by

MONS 153892

Excess Liability Insurance Policy

In consideration of the payment of the premium, in reliance upon the statements in the declarations made a part hereof and subject to all of the terms of this policy, the Company agrees with the insured as follows:

I. INSURING AGREEMENT

The Company will indemnify the insured for the amount of ultimate net loss applicable to the insurance to which this policy applies, in excess of the applicable limits of liability designated in Item 4 of the declarations as underlying insurance.

Except as may be inconsistent with the provisions of this policy, the insurance afforded by this policy shall follow all the provisions of the underlying insurance (whether primary or excess) immediately preceding the layer of insurance afforded by this policy, including any changes by endorsement.

The first named insured shall give the Company written notice as soon as practicable of any change in the scope of coverage or in the amount of limits of liability under any underlying insurance, and of the termination of any coverage or of exhaustion of aggregate limits of liability of any underlying insurance.

II. MAINTENANCE OF UNDERLYING INSURANCE

Each policy described in Item 4 of the declarations shall be maintained in full effect during the currency of this policy, except for the reduction of the aggregate limit or limits of liability, if any, contained therein solely by payment of claims because of occurrences taking place during the period of this policy. Failure of the insured to comply with the foregoing shall not invalidate this policy but, in the event of such failure, the Company shall be liable only to the extent that it would have been liable had the insured complied therewith.

Upon notice that any aggregate limit of liability under any policy of underlying insurance has been exhausted, the first named insured shall immediately make all reasonable efforts to reinstate such limits.

III. NOTICE OF LOSS

The insured shall immediately notify the Company of any occurrence which appears likely to result in liability under the provisions of this policy and of subsequent developments likely to affect the Company's liability hereunder. At no time shall the Company be called upon to assume charge of the defense or settlement of any claims made or suits brought or proceedings instituted against the insured. The Company shall, however, have the right

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MONS 153893

and shall be given the opportunity to associate with the insured or its underlying insurer or insurers, or with both, or all, in any one or more of the control, defense or trial of any claims, suits or proceedings which, in the opinion of the Company, involve or appear reasonably likely to involve the Company. If the Company avails itself of such right and opportunity, the insured and the Company shall cooperate in such control, defense or trial of such claims, suits or proceedings, so as to effect a final determination thereof.

The insured shall be solely responsible for the investigation, settlement, defense and final disposition of any claim made or suit brought or proceeding instituted against the insured to which this policy would apply and which no underlying insurer or insurers is obligated to defend. The insured shall use due diligence and prudence to settle all such claims and suits which in the exercise of sound judgement should be settled; provided, however, that the insured shall not make, or agree to, any settlement for any amount in excess of the underlying insurance without the approval of the Company.

The insured shall (a) cooperate with the underlying insurer or insurers as required by the terms of the underlying insurance, (b) comply with all the terms and conditions thereof and (c) enforce any right of contribution or indemnity against any person or organization which may be liable to the insured, because of liability with respect to which insurance is afforded under this policy and the underlying insurance.

IV. DEFINITIONS

When used in this policy (including endorsements forming a part hereof):

"costs" means interest on judgments, and investigation, adjustment and legal expenses including taxed court costs and premiums on bonds, for which the insured is not covered by underlying insurance (excluding, however, (a) all expenses for salaried employees and counsel on general retainer, (b) all office expenses of the insured, and (c) regular fees paid to counsel on general retainer);

costs incurred by the insured with the written consent of the Company shall be apportioned as follows:

- (a) in the event of claim or suit arising which appears likely to exceed the underlying insurance limit or limits of liability, no costs shall be incurred by the insured without the written consent of the Company;
- (b) should such claim or suit be settled out of court for not more than the underlying insurance limit or limits of liability, then no costs shall be payable by the Company;
- (c) should, however, the sum for which the claim or suit may be settled exceed the underlying insurance limit or limits of liability, then the Company, if it approves such settlement or consents to the continuation of the proceedings, shall contribute to the costs incurred by the insured in the proportion which the amount of the ultimate net loss as finally adjusted bears to the total amount of such ultimate net loss;

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(3)

MONS 153894

- (d) in the event the insured elects not to appeal a judgment in excess of the underlying insurance limit or limits of liability, the Company may elect to conduct such appeal at its own cost and expense and shall be liable for the taxable court costs and interest incidental thereto, but in no event shall the total liability of the Company exceed its limit or limits of liability as stated in this policy, plus the costs of such appeal;
- (e) in the event a judgment is rendered in excess of the underlying insurance limit or limits of liability and the underlying insurer or insurers elect to appeal such judgment, the duty of obtaining an appeal bond with respect to liability in excess of the underlying insurance limit or limits of liability shall be that of the insured and its underlying insurer or insurers;

"first named insured" means the insured first named in Item 1 of the declarations, and such insured is authorized to act on behalf of all other insureds with respect to the giving and receiving of notice of cancellation and to receiving any return premium that may become payable under this policy;

"insured" means the first named insured and also includes any other person or organization which either is named in Item 1 of the declarations or which qualifies as an insured under the terms of the underlying insurance immediately preceding the layer of insurance afforded by this policy. The insurance applies separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the Company's liability;

"ultimate net loss" means the sums paid, excluding costs, in settlement of losses for which the insured is liable after making deductions for all recoveries, salvages and other insurance (other than the underlying insurance or policies specifically in excess hereof), whether recoverable or not;

"underlying insurance" means the insurance policies identified in Item 4 of the declarations and includes any renewals or replacements of such policies.

V. LIMITS OF LIABILITY

Regardless of the number of (1) insureds under this policy, (2) persons or organizations who sustain injury or damage or (3) claims made or suits brought, the Company's liability is limited as follows:

- (a) the limits of the Company's liability under this policy apply only after the underlying insurer or insurers have paid or have been held to pay the full amount of their respective limits of liability as stated in Item 4 of the declarations;
- (b) if this policy is written on an Excess Limits of Liability - Quota Share Basis, the limits of the Company's liability for all ultimate net loss shall be as stated in Item 5(a) of the declarations;
- (c) if this policy is written on an Excess Limits of Liability - Full Limits Basis, the limits of the Company's liability for all ultimate net loss shall be as stated in Item 5(b) of the declarations.

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(4)

MONS 153895

Unless aggregate limits are specifically stated in Items 4 and 5 of the declarations, the insurance afforded by this policy applies only with respect to each occurrence for limits of liability in excess of the amounts afforded for each occurrence in the underlying insurance, and does not apply over any reduced amount of underlying insurance in the event of the exhaustion or reduction of aggregate limits of liability, if any, in the underlying insurance.

If aggregate limits of liability are specifically stated in Items 4 and 5 of the declarations, the insurance afforded by this policy will apply in excess of reduced underlying insurance, provided such reduction in the underlying insurance is solely the result of the payment of claims because of occurrences taking place during the period of this policy.

The first named insured shall give the Company written notice as soon as practicable of any reduction or exhaustion of such aggregate limit of liability in the underlying insurance.

NUCLEAR ENERGY LIABILITY EXCLUSION

This policy shall not apply:

- I. Under any Liability Coverage, to injury, sickness, disease, death or destruction
 - (a) with respect to which an insured under the policy is also an insured under a nuclear energy liability policy issued by Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters or Nuclear Insurance Association of Canada, or would be an insured under any such policy but for its termination upon exhaustion of its limit of liability; or
 - (b) resulting from the hazardous properties of nuclear material and with respect to which (1) any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof, or (2) the insured is, or had this policy not been issued would be, entitled to indemnity from the United States of America, or any agency thereof, under any agreement entered into by the United States of America or any agency thereof, with any person or organization.
- II. Under any Medical Payments Coverage, or under any Supplementary Payments provision relating to immediate medical or surgical relief, to expenses incurred with respect to bodily injury, sickness, disease or death resulting from the hazardous properties of nuclear material and arising out of the operation of a nuclear facility by any person or organization.
- III. Under any Liability Coverage, to injury, sickness, disease, death or destruction resulting from the hazardous properties of nuclear material, if
 - (a) the nuclear material (1) is at any nuclear facility owned by or operated by or on behalf of, an insured or (2) has been discharged or dispersed therefrom;

L-xxxx-0

(5)

MONS 153896

- (b) the nuclear material is contained in spent fuel or waste at any time possessed, handled, used, processed, stored, transported or disposed of by or on behalf of an insured; or
- (c) the injury, sickness, disease, death, or destruction arises out of the furnishing by an insured of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any nuclear facility, but if such facility is located within the United States of America, its territories or possessions or Canada, this exclusion (c) applies only to injury to or destruction of property at such nuclear facility.

IV. As used in this policy:

"hazardous properties" include radioactive, toxic or explosive properties;

"nuclear material" means source material, special nuclear material or byproduct material;

"source material", "special nuclear material" and "byproduct material" have the meanings given them in the Atomic Energy Act of 1954 or in any law amendatory thereof;

"spent fuel" means any fuel element or fuel component, solid or liquid which has been used or exposed to radiation in a nuclear reactor;

"waste" means any waste material (1) containing byproduct material and (2) resulting from the operation by any person or organization of any nuclear facility included within the definition of nuclear facility under paragraph (a) or (b) thereof;

"nuclear facility" means"

- (a) any nuclear reactor,
- (b) any equipment or device designed or used for (a) separating the isotopes or uranium or plutonium, (2) processing or utilizing spent fuel, or (3) handling, processing or packaging waste,
- (c) any equipment or device used for the processing, fabricating or alloying of special nuclear material if at any time the total amount of such material in the custody of the insured at the premises where such equipment or device is located consists of or contains more than 25 grams of plutonium or uranium 233 or any combination thereof, or more than 250 grams of uranium 235,
- (d) any structure, basin, excavation, premises or place prepared or used for the storage or disposal of waste,

and includes the site on which any of the foregoing is located, all operations conducted on such site and all premises used for such operations;

L-xxxx-0

(6)

MONS 153897

"nuclear reactor" means any apparatus designed or used to sustain nuclear fission in a self-supporting chain reaction or to contain a critical mass of fissionable material;

with respect to injury to or destruction of property, each of the words "injury" or "destruction" includes all forms of radioactive contamination of property.

CONDITIONS

1. Premium

The premium for this policy shall be as stated in Item 3 of the declarations.

Any change in the premium for the underlying insurance shall be promptly reported by the first named insured to the Company and the premium for this policy may be adjusted in accordance with the manuals of the Company then in effect.

2. Action Against Company

No action shall lie against the Company unless, as a condition precedent thereto, there shall have been full compliance with all the terms of this policy, nor until the amount of the insured's obligation to pay shall have been finally determined either by judgment against the insured after actual trial or by written agreement of the insured, the claimant and the Company.

Any person or organization or the legal representative thereof who has secured such judgment or written agreement shall thereafter be entitled to recover under this policy to the extent of the insurance afforded by this policy. No person or organization shall have any right under this policy to join the Company as a party to any action against the insured to determine the insured's liability, nor shall the Company be impleaded by the insured or his legal representative. Bankruptcy or insolvency of the insured or of the insured's estate shall not relieve the Company of any of its obligations hereunder.

3. Subrogation

In the event of any payment under this policy, the Company shall participate with the insured and any underlying insurer in the exercise of all the insured's rights of recovery therefor against any person or organization, and the insured shall execute and deliver instruments and papers and do whatever else is necessary to secure such rights. The insured shall do nothing after loss to prejudice such rights.

Recoveries shall be applied:

first, to reimburse any interest (including the insured) that may have paid any amount, with respect to liability in excess of the limit of the Company's liability hereunder;

then, to reimburse the Company up to the amount paid hereunder; and

lastly, to reimburse such interests (including the insured), with respect to which this insurance is excess, as are entitled to claim the residue, if any;

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(7)

MONS 153898

but a different apportionment may be made to effect settlement of a claim by agreement signed by all interests. Reasonable expenses incurred in the exercise of rights of recovery shall be apportioned among all interests in the ratio of their respective losses for which recovery is sought.

4. Cancellation


This policy may be cancelled by the first named insured by surrender thereof to the Company or any of its authorized agents or by mailing to the Company written notice stating when thereafter the cancellation shall be effective. This policy may be cancelled by the Company by mailing to the first named insured at the address shown in this policy written notice stating when not less than thirty days thereafter such cancellation shall be effective. The mailing of notice as aforesaid shall be sufficient proof of notice. The time of the surrender or the effective date and hour of cancellation stated in the notice shall become the end of the policy period. Delivery of such written notice either by the first named insured or by the Company shall be equivalent to mailing.

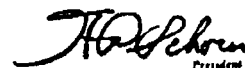
If the first named insured cancels, earned premium shall be computed in accordance with the customary short rate tables and procedure. If the Company cancels, earned premium shall be computed pro rata. Premium adjustment may be made either at the time cancellation is effected or as soon as practicable after cancellation becomes effective, but payment or tender of unearned premium is not a condition of cancellation.

5. Declarations

By acceptance of this policy the insured agrees that the statements in the declarations are its agreements and representations, that this policy is issued in reliance upon the truth of such representations and that this policy embodies all agreements existing between the insured and the Company or any of its agents relating to this insurance.

In Witness Whereof, the COMPANY has caused this policy to be signed by its President and a Secretary, but the same shall not be binding unless countersigned on the declarations page by a duly authorized agent of the Company.


Secretary


President

Form L-xxxx-0 Printed in U.S.A. (NS)

(8)

MONS 153899

THOMAS E. SEARS, INC.

TELEPHONE 817 422-2500
TELEX NUMBER 94-0000

INSURANCE

PARK SQUARE BUILDING
31 ST. JAMES AVENUE
BOSTON, MASS. 02116

Insurance Cover Note—No.: SD1029/

This is to certify that the undersigned have procured insurance as hereinafter specified ~~XXXXXXXXXXXXXXXXXXXX~~
~~XXXXXX~~

ASSURED: MONSANTO COMPANY
800 North Lindbergh Boulevard
St. Louis, Missouri 63166

RISKS OR HAZARDS COVERED:

Broad Form Umbrella Liability Insurance excluding Excess Fidelity.
This Insurance is to cover up to an amount of ~~\$5,000,000~~ part of \$30,000,000
ultimate net loss each occurrence subject to an annual aggregate of
~~\$5,000,000~~ part of \$30,000,000 ultimate net loss separately in respect of
Products Liability and in respect of Personal Injury by Occupational Disease.

AMOUNTS OR LIMITS INSURED:

~~\$5,000,000~~ part of \$30,000,000 as indicated above, but only to pay the excess
of: 1) \$48,000,000 Umbrella Coverage which in turn is in excess of the
greater of:
2)a. Underlying Insurance as set forth in Cover Note No. SD9031/UGL028:
or
b. \$100,000 ultimate net loss in respect of each occurrence.

PERIOD: FROM: April 1, 1976

TO: April 1, 1977

Both Days 12:01 A.M.
Standard Time

PREMIUM: \$36,000 (For 100% of Cover)
\$6,000 (For 30/300ths Excess)

Subject to the conditions on the reverse side of this document and further subject to the following clauses, if any, attached hereto:

Radioactive Contamination Exclusion Clause-Liability-Direct #N.M.A. 1477
Nuclear Incident Exclusion Clause-Liability-Direct (Broad) # N.M.A. 1256
Seepage, Pollution & Contamination Exclusion Clause No. 2 # N.M.A. 1684
Industries, Seepage, Pollution & Contamination Clause No. 3 # N.M.A. 1685
This document is intended for use as evidence that the insurance as described herein has been effected and shall be subject to all terms and conditions of policy (ies) which will be issued and that, in the event of any inconsistency herewith, the terms and provisions of such policy (ies) shall prevail.

Issued at Boston, Massachusetts, this 5th day of April 19 76

THOMAS E. SEARS, INC.

By
Authorized

(Immediate notice must be given THOMAS E. SEARS, INC. if any changes are required in the above particulars of the insurance or of any occurrence which may result in loss covered by the insurance.)

MONS 153882

This Insurance may be cancelled on the customary short rate basis by the Assured at any time by written notice or by surrender of this Insurance to Thomas E. Sears, Inc. This cover note may also be cancelled with or without the return or tender of the unearned premium by the Insurers or by Thomas E. Sears, Inc. in their behalf, by delivering to the Assured or by sending to the Assured by mail, registered or unregistered, at the Assured's address as shown herein not less than ~~ten~~ days written notice stating when cancellation shall be effective, and in such case the Insurers shall refund the paid premium less the earned portion thereof on demand subject always to the retention by the Insurers hereon of any minimum premium stipulated herein (or proportion thereof previously agreed upon) in the event of cancellation either by the Insurers or the Assured.

It is expressly understood and agreed by the Assured by accepting this instrument that Thomas E. Sears, Inc. is not one of the Underwriters or Insurers hereunder and neither is nor shall be in any way or to any extent liable for any loss or claim whatever, as an Insurer, but the Insurers hereunder are only those Underwriters or Insurers whose names and their respective proportions (if not indicated herein) will be indicated by an endorsement to this Cover Note.

Premiums and loss, if any, to be payable in United States currency unless otherwise stated.

*sixty (60)

SERVICE OF SUIT CLAUSE (U.S.A.)

It is agreed that in the event of the failure of Underwriters hereon to pay any amount claimed to be due hereunder, Underwriters hereon, at the request of the insured (or reinsured), will submit to the jurisdiction of any Court of competent jurisdiction within the United States and will comply with all requirements necessary to give such Court jurisdiction and all matters arising hereunder shall be determined in accordance with the law and practice of such Court.

It is further agreed that service of process in such suit may be made upon

MENDERS & MOUNT
27 WILLIAM STREET, NEW YORK, NEW YORK 10006

and that in any suit instituted against any one of them upon this contract, Underwriters will abide by the final decision of such Court or of any Appellate Court in the event of an appeal.

The above-named are authorized and directed to accept service of process on behalf of Underwriters in any such suit and/or upon the request of the insured (or reinsured) to give a written undertaking to the insured (or reinsured) that they will enter a general appearance upon Underwriters' behalf in the event such a suit shall be instituted.

Further, pursuant to any statute of any state, territory or district of the United States which makes provision therefor, Underwriters hereon hereby designate the Superintendent, Commissioner or Director of Insurance or other officer specified for that purpose in the statute, or his successor or successors in office, as their true and lawful attorney upon whom may be served any lawful process in any action, suit or proceeding instituted by or on behalf of the insured (or reinsured) or any beneficiary hereunder arising out of this contract of insurance (or reinsurance), and hereby designate the above-named as the person to whom the said officer is authorized to mail such process or a true copy thereof.

MONS 153883

THOMAS E. SEARS, INC.

U.S.A.**NUCLEAR INCIDENT EXCLUSION CLAUSE—LIABILITY—DIRECT (BROAD)**

(Approved by Lloyd's Underwriters' Non-Marine Association)

For attachment to insurances of the following classifications in the U.S.A., its Territories and Possessions, Puerto Rico and the Canal Zone:—

Owners, Landlords and Tenants Liability, Contractual Liability, Elevator Liability, Owners or Contractors (including railroad) Protective Liability, Manufacturers and Contractors Liability, Product Liability, Professional and Malpractice Liability, Storekeepers Liability, Garage Liability, Automobile Liability (including Massachusetts Motor Vehicle or Garage Liability),

not being insurances of the classifications to which the Nuclear Incident Exclusion Clause—Liability—Direct (Limited) applies.

This policy*

- does not apply:—
- I. Under any Liability Coverage, to injury, sickness, disease, death or destruction
 - (a) with respect to which an insured under the policy is also an insured under a nuclear energy liability policy issued by Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters or Nuclear Insurance Association of Canada, or would be an insured under any such policy but for its termination upon exhaustion of its limit of liability; or
 - (b) resulting from the hazardous properties of nuclear material and with respect to which (1) any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof, or (2) the insured is, or had this policy not been issued would be, entitled to indemnity from the United States of America, or any agency thereof, under any agreement entered into by the United States of America, or any agency thereof, with any person or organization.
 - II. Under any Medical Payments Coverage, or under any Supplementary Payments Provision relating to immediate medical or surgical relief, to expenses incurred with respect to bodily injury, sickness, disease or death resulting from the hazardous properties of nuclear material and arising out of the operation of a nuclear facility by any person or organization.
 - III. Under any Liability Coverage, to injury, sickness, disease, death or destruction resulting from the hazardous properties of nuclear material, if
 - (a) the nuclear material (1) is at any nuclear facility owned by, or operated by, or on behalf of, an insured or (2) has been discharged or dispersed therefrom;
 - (b) the nuclear material is contained in spent fuel or waste at any time possessed, handled, used, processed, stored, transported or disposed of by or on behalf of an insured; or
 - (c) the injury, sickness, disease, death or destruction arises out of the furnishing by an insured of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any nuclear facility, but if such facility is located within the United States of America, its territories or possessions or Canada, this exclusion (c) applies only to injury to or destruction of property at such nuclear facility.
 - IV. As used in this endorsement:

"hazardous properties" includes radioactive, toxic or explosive properties; "nuclear material" means source material, special nuclear material or byproduct material; "source material", "special nuclear material", and "byproduct material" have the meanings given them in the Atomic Energy Act 1954 or in any law amendatory thereof; "spent fuel" means any fuel element or fuel component, solid or liquid, which has been used or exposed to radiation in a nuclear reactor; "waste" means any waste material (1) containing byproduct material and (2) resulting from the operation by any person or organization of any nuclear facility included within the definition of nuclear facility under paragraph (a) or (b) thereof; "nuclear facility" means

 - (a) any nuclear reactor,
 - (b) any equipment or device designed or used for (1) separating the isotopes of uranium or plutonium, (2) processing or utilizing spent fuel, or (3) handling, processing or packaging waste,
 - (c) any equipment or device used for the processing, fabricating or alloying of special nuclear material if at any time the total amount of such material in the custody of the insured at the premises where such equipment or device is located consists of or contains more than 25 grams of plutonium or uranium 233 or any combination thereof, or more than 150 grams of uranium 235,
 - (d) any structure, basin, excavation, premises or place prepared or used for the storage or disposal of waste,

and includes the site on which any of the foregoing is located, all operations conducted on such site and all premises used for such operations; "nuclear reactor" means any apparatus designed or used to sustain nuclear fission in a self-supporting chain reaction or to contain a critical mass of fissionable material.

With respect to injury to or destruction of property, the word "injury" or "destruction" includes all forms of radioactive contamination of property.

It is understood and agreed that, except as specifically provided in the foregoing to the contrary, this clause is subject to the terms, exclusions, conditions and limitations of the Policy to which it is attached.

* Note:—As respects policies which afford liability coverages and other forms of coverage in addition, the words underlined should be amended to designate the liability coverage to which this clause is to apply.

17/3/60

N.M.A. 1256

MONS 153884

THOMAS E. SEARS, INC.

U.S.A.

RADIOACTIVE CONTAMINATION EXCLUSION CLAUSE—LIABILITY—DIRECT
(Approved by Lloyd's Underwriters' Fire and Non-Marine Association)

For attachment (in addition to the appropriate Nuclear Incident Exclusion Clause—Liability—Direct) to liability insurances affording worldwide coverage.

In relation to liability arising outside the U.S.A., its Territories or Possessions, Puerto Rico or the Canal Zone, this Policy does not cover any liability of whatsoever nature directly or indirectly caused by or contributed to by or arising from ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel.

Printed at Lloyd's, London, England.

15/3/64

N.M.A. 1477

MONS 153885

THOMAS E. SEARS INC.

SEEPAGE, POLLUTION AND CONTAMINATION EXCLUSION CLAUSE No. 2

(Approved by Lloyd's Underwriters' Non-Marine Association)

This Insurance does not cover any liability for:

- (1) Personal Injury or Bodily Injury or loss of, damage to, or loss of use of property directly or indirectly caused by seepage, pollution or contamination.
- (2) The cost of removing, nullifying or cleaning-up seeping, polluting or contaminating substances.
- (3) Loss of, damage to, or loss of use of property directly or indirectly resulting from subsidence caused by sub-surface operations of the Assured.
- (4) Removal of, loss of or damage to sub-surface oil, gas or any other substance, the property of others.
- (5) Fines, penalties, punitive or exemplary damages.

22/1/70.

N.M.A. 1684.

MONS 153886

THOMAS E. SEARS, INC.

INDUSTRIES, SEEPAGE, POLLUTION AND CONTAMINATION CLAUSES No. 3

(Approved by Lloyd's Underwriters' Non-Marine Association)

This Insurance does not cover any liability for:

- (1) Personal Injury or Bodily Injury or loss of, damage to, or loss of use of property directly or indirectly caused by seepage, pollution or contamination, provided always that this Paragraph (1) shall not apply to liability for Personal Injury or Bodily Injury or loss of or physical damage to or destruction of tangible property, or loss of use of such property damaged or destroyed, where such seepage, pollution or contamination is caused by a sudden, unintended and unexpected happening during the period of this Insurance.
- (2) The cost of removing, nullifying or cleaning-up seeping, polluting or contaminating substances unless the seepage, pollution or contamination is caused by a sudden, unintended and unexpected happening during the period of this Insurance.
- (3) Fines, penalties, punitive or exemplary damages.

This Clause shall not extend this Insurance to cover any liability which would not have been covered under this Insurance had this Clause not been attached.

22/1/70.

N.M.A. 1685.

MONS 153887

ENDORSEMENT

Endorsement No. **3**

INSURED: **MONSANTO COMPANY**

It is understood and agreed that **50/300ths** of the Insurance described in the Cover Note to which this endorsement is attached is underwritten by the following Companies each for its proportion or percentage indicated below and each Company being entitled to a similar percentage of the premium indicated herein:

<u>COMPANY</u>	<u>PROPORTION</u>
HARTFORD INSURANCE GROUP	50/300ths being \$5,000,000

Attached to and forming part of **SD1029/** of the

HARTFORD INSURANCE GROUP

THOMAS E. SEARS, INC.

BY:

**THOMAS E. SEARS, INC.
31 ST. JAMES AVENUE
BOSTON, MASS. 02116**

MONS 153888

MONSANTO COMPANY

ENDORSEMENT

Endorsement No. 2

April 1, 1976

It is understood and agreed that Seepage, Pollution and Contamination Exclusion Clause N.M.A. 1684 applies as respects operations over, on or under water and Industries, Seepage, Pollution and Contamination Clause N.M.A. 1685 applies as respects all other operations.

All other policy conditions remain unchanged.

Attached to and forming part of **SD1029/** of the

HARTFORD INSURANCE GROUP

THOMAS H. SEARS, INC.

BY:

THOMAS E. SEARS, INC.
31 ST. JAMES AVENUE
BOSTON, MASS. 02116

MONS 153889

MONSANTO COMPANY

ENDORSEMENT

Endorsement No. 1

April 1, 1976

NOTWITHSTANDING anything contained herein to the contrary, it is understood and agreed that this Insurance covers the same Named Assured and is subject to the same terms, definitions, exclusions, and conditions (except as regards the premium, the amount and limits of liability, and except as otherwise provided herein) as are contained in or as may be added to the first layer of Cover Note No. SD9031/UGL0285 of Underwriters at Lloyd's of London.

All other policy conditions remain unchanged.

Attached to and forming part of **SD1029/** of the

HARTFORD INSURANCE GROUP

THOMAS F. SEARS, INC.

BY:

THOMAS E. SEARS, INC.
31 ST. JAMES AVENUE
BOSTON, MASS. 02116

MONS 153890

PART 2 This Declaration page, with "POLICY PROVISIONS — Part 1," Form 6146 and any endorsements, issued to form a part thereof, completes the below numbered Excess Liability Policy.



THE HARTFORD

☒ Hartford Fire Insurance Company
☒ Hartford Accident and Indemnity Company
☒ Hartford Casualty Insurance Company

☒ New York Underwriters Insurance Company
☒ Twin City Fire Insurance Company

Hartford, Connecticut 06115

The INSURER shall be the Company
as designated herein by Co. Code:

Co. Code
5

POLICY NO. 08 XS 102667

DECLARATIONS

Items

Previous Policy No.
NEW

Monsanto Company, et al
800 North Lindbergh Blvd.
St. Louis, Missouri 63167

1. First Named Insured and Address

2. Policy Period:

From

4-1-82 To 4-1-83



Code

12:01 A.M., standard time at the address of the first named insured as stated herein.

Notice of cancellation by the company: 90 days.

3. Premium: \$ 7,500.

which is ☐ Flat Charge, Policy Period

☐ Adjustable, Per Premium Computation Endorsement

Minimum Premium \$ 7,500.

Not subject to adjustment in the event of cancellation.

4. Limits of Liability

The limits of the company's liability under this policy shall, subject to all the terms of the policy relating thereto, be as follows:

Quota Share Basis

\$10,000,000 each occurrence and in the aggregate where applicable part of
\$55,000,000 each occurrence and in the aggregate where applicable.

5. Total Limits of Liability — All Underlying Insurance Policies

Umbrella and Excess Liability

\$245,000,000 each occurrence and in the aggregate where applicable.

6. Controlling Underlying Insurance Policy

This policy shall follow the terms, conditions, definitions and exclusions of the controlling underlying insurance policy # London issued by

SD 5023/UMA 0223 or renewal thereof

7. Form numbers of endorsements forming part of this policy at issue:

AL-44-0, Ends't 1



Excess Liability Policy

Policy Provisions — Part 1
Form 6146

THE HARTFORD

Cancellation is effected or as soon as practicable after cancel-
becomes effective, but payment or tender of unearned premi-
not a condition of cancellation

9. Declarations

By acceptance of this policy the first named insured agree-
the statements in the declarations are its agreements and i-
sentations, that this policy is issued in reliance upon the in-
such representations and that this policy embodies all agree-
existing between the first named insured and the company
of its agents relating to this insurance

The company designated on the Declarations page as the Insurer (a stock insurance company, herein called the company)

In consideration of the payment of the premium, in reliance upon the statements in the declarations made a part hereof and subject to all of the terms
of this policy, agrees with the named insured as follows:

I INSURING AGREEMENT

The company will indemnify the insured for ultimate net loss in excess
of underlying insurance stated in Item 5 of the declarations, but not in
excess of the company's limits of liability stated in Item 4 of the declara-
tions.

Except as otherwise provided by this policy, the insurance afforded
herein shall follow all the terms, conditions, definitions and exclusions of
the controlling underlying insurance policy designated in Item 6 of
the declarations.

II INVESTIGATION, DEFENSE, SETTLEMENT

The company shall not be obligated to assume charge of the investiga-
tion, defense or settlement of any claim or suit against the insured, but
he company shall have the right and shall be given the opportunity to
associate with the insured or its underlying insurers, or both, in the
investigation, defense or settlement of any claim or suit which, in the
opinion of the company, involves or appears reasonably likely to involve
the company. If the company avails itself of such right and opportunity,
the insured, its insurers and the company shall cooperate in such mat-
ters so as to effect a final determination thereof. The insured shall not
make or agree to any settlement for an amount in excess of underlying
insurance without the approval of the company.

Subject to the above provision, costs incurred by the insured shall be
borne as follows:

- (a) all costs incurred by the insured without the written consent
of the company shall be borne by the insured;
- (b) if a claim or suit is settled for not more than the limits of
underlying insurance, no costs shall be payable by the
company;
- (c) if the sum for which a claim or suit is settled exceeds the
limits of underlying insurance, then the company, if it
approves such settlement or consents to the continuation of
the proceedings, shall contribute to the costs incurred by the
insured in the proportion which the amount of ultimate net
loss as finally determined to be payable by the company
bears to the total amount paid on such claim or suit by all
interests;
- (d) if the insured elects not to appeal a judgment in excess of the
limits of underlying insurance, the company may elect to
conduct such appeal at its cost and expense, and shall be
liable for the taxable costs and disbursements and interest
incidental thereto, but in no event shall the total liability of the
company exceed the limits of liability as stated in this policy,
plus the cost and expense of such appeal;
- (e) if a judgment is rendered in excess of the limits of underlying
insurance and the company is willing to contribute thereto but
the underlying insurers elect to appeal such judgment, the
duty of obtaining an appeal bond with respect to liability in
excess of the limits of underlying insurance shall be that of
the insured and its underlying insurers.

III PERSONS INSURED

Each of the following is an insured under this policy to the extent set
forth below:

- (a) any named insured, and
- (b) any person or organization which is an insured under the
terms of the controlling underlying insurance policy, sub-
ject to all the limitations upon coverage under such control-
ling underlying insurance policy other than the limits
thereof.

IV LIMITS OF LIABILITY

Regardless of the number of (1) insureds under this policy, (2) persons
or organizations who sustain injury or damage or (3) claims made or
suits brought, the company's liability is limited as follows:

- (a) The limits of the company's liability under this policy apply
only after the underlying insurers have paid or have been held
legally liable to pay the full amount of their respective limits of
liability which makes up the total stated in Item 5 of the
declarations; provided that:
 - (i) unless aggregate limits are specifically stated in
both Items 4 and 5 of the declarations, the insur-
ance afforded by this policy applies with respect to
each occurrence only for limits of liability in excess
of the amounts afforded for each occurrence in the
underlying insurance, and does not apply over any
reduced amount of underlying insurance in the
event of the exhaustion or reduction of aggregate
limits of liability, if any, in the underlying insur-
ance; or
 - (ii) if aggregate limits of liability are specifically stated in
both Items 4 and 5 of the declarations, the insur-
ance afforded by this policy applies in excess of
reduced underlying insurance, provided such
reduction in the underlying insurance is solely the
result of the payment of claims because of occur-
rences taking place during the period of this policy
- (b) If the limits of liability stated in Item 4 of the declarations are
on a "Quota Share Basis", the limits of the company's liability
shall be the quota share percentage so stated of all ultimate
net loss to which this policy applies which is in excess of
underlying insurance, up to the limits so stated.
- (c) If the limits of liability stated in Item 4 of the declarations are
on a "Full Limits Basis", the limits of the company's liability
shall be the amount of all ultimate net loss to which this
policy applies which is in excess of underlying insurance, up
to the limits so stated.
- (d) Subject to provisions (a), (b) and (c) above, the total liability of
the company for all ultimate net loss as the result of any one
occurrence, shall not exceed the limit of liability stated in Item
4 of the declarations as applicable to each occurrence.
- (e) Subject to provisions (a), (b) and (c) above, the total liability of
the company for all ultimate net loss because of all occur-

policy, except for the reduction of any aggregate limits contained therein solely by payment of claims with respect to occurrences taking place during the period of this policy. Failure of the first named insured to comply with the foregoing shall not invalidate this policy but in the event of such failure the company shall be liable only to the extent that it would have been liable had the first named insured complied therewith.

The first named insured shall give the company written notice as soon as practicable of any change in the scope of coverage or in the limits of any underlying insurance, and of the termination of any coverage or of reduction or exhaustion of aggregate limits of any underlying insurance.

3 Notice of Occurrence

Whenever it appears that an occurrence is likely to involve indemnity under this policy, written notice thereof shall be given to the company or any of its authorized agents as soon as practicable. Such notice shall contain particulars sufficient to identify the insured and also reasonably obtainable information respecting the time, place and circumstances of the occurrence, the names and addresses of the injured and of available witnesses.

4 Action Against Company

No action shall lie against the company unless, as a condition precedent thereto, there shall have been full compliance with all the terms of this policy, nor until the amount of the insured's obligation to pay shall have been finally determined either by judgment against the insured after actual trial or by written agreement of the insured, the claimant and the company.

Any person or organization or the legal representative thereof who has secured such judgment or written agreement shall thereafter be entitled to recover under this policy to the extent of the insurance afforded by this policy. No person or organization shall have the right under this policy to join the company as a party to any action against the insured to determine the insured's liability nor shall the company be impleaded by the insured or his legal representative. Bankruptcy or insolvency of the insured or of the insured's estate shall not relieve the company of any of its obligations hereunder.

5 Subrogation

In the event of any payment under this policy, the company shall participate with the insured and any underlying insurer in the exercise of all the insured's rights of recovery therefor against any person or organization, and the insured shall execute and deliver instruments and papers and do whatever else is necessary to secure such rights. The insured shall do nothing after loss to prejudice such rights.

Recoveries shall be applied:

first, to reimburse any interest (including the insured) that may have paid any amount with respect to liability in excess of the limit of the company's liability hereunder;

then, to reimburse the company up to the amount paid hereunder, along with any other insurers having a quota share interest at the same level; and

lastly, to reimburse such interests (including the insured), with respect to which this insurance is excess, as are entitled to claim the residue, if any;

but a different apportionment may be made to effect settlement of a claim by agreement signed by all interests. Reasonable expenses incurred in the exercise of rights of recovery shall be apportioned among all interests in the ratio of their respective losses for which recovery is sought.

6 Changes

Notice to any agent or knowledge possessed by any agent or any other person shall not effect a waiver or a change in any part of this policy or estop the company from asserting any rights under the terms of this policy with respect to any requirement as to underlying insurance; nor shall the terms of this policy be waived or changed, except by endorsement issued to form a part of this policy, signed by an authorized representative of the company.

7 Assistance and Cooperation of the Insured

The insured shall cooperate with the company and with the underlying insurers as required by the terms of the controlling underlying insurance policy and comply with all the terms and conditions thereof, and shall enforce any right of contribution or indemnity against any person or organization who may be liable to the insured and with respect to which insurance is afforded under this policy or the underlying insurance policies.

rences to which this policy applies shall not exceed the limit of liability stated in Item 4 of the declarations as aggregate.

V DEFINITIONS

When used in this policy (including endorsements forming a part hereof)

"controlling underlying insurance policy" means the insurance policy designated as such in Item 6 of the declarations;

"costs" means interest on judgments, and investigation, adjustment and legal expenses including taxed court costs and premiums on bonds, for which the insured is not covered by underlying insurance (excluding, however, (a) all expenses for salaried employees and counsel on general retainer, (b) all office expenses of the insured, and (c) regular fees paid to counsel on general retainer);

"first named insured" means the person or organization first named in Item 1 of the declarations of this policy.

"insured" means any person or organization qualifying as an insured in the Persons Insured provision of this policy. The insurance afforded applies separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the company's liability;

"named insured" means the first named insured and any other person or organization named in Item 1 of the declarations of this policy or in an endorsement amending such Item 1;

"occurrence" means an accident or occurrence as defined in and covered by the controlling underlying insurance policy designated in the declarations;

"ultimate net loss" means the total of all sums which the insured, or any organization as its insurer, or both, shall become legally obligated to pay, whether by reason or adjudication or settlement, because of an occurrence covered under the terms of the controlling underlying insurance policy and to which this policy applies, but "ultimate net loss" shall not include (a) the amount of any recoveries, salvages or other insurance (other than underlying insurance or insurance written specifically to apply in excess of this policy), whether collectible or not, or (b) costs;

"underlying insurance" means the primary or excess insurance policies contributing to the total limit stated in Item 5 of the declarations (including any deductible amount, insured's participation or self-insured retention beneath any such policy) and includes any renewals or replacements thereof. The limits of such policies shall be deemed to be applicable regardless of (1) any defense which the underlying insurer may assert, (2) the insured's failure to comply with any condition of any such policy or (3) the insolvency of the underlying insurer.

CONDITIONS

Premium

The premium for this policy shall be as stated in Item 3 of the declarations and be payable by the first named insured.

2 Maintenance of Underlying Insurance

Policies affording in total the limits stated in Item 5 of the declarations shall be maintained in full effect during the currency of this

8 Cancellation

This policy may be cancelled by the first named insured by surrender thereof to the company or any of its authorized agents or by mailing to the company written notice stating when thereafter the cancellation shall be effective. This policy may be cancelled by the company by mailing to the first named insured at the address shown in this policy written notice stating when thereafter, not less than the number of days stated in Item 2 of the declarations, such cancellation shall be effective. The mailing of notice as aforesaid shall be sufficient proof of notice. The time of the surrender or the effective date and hour of cancellation stated in the notice shall become the end of the policy period. Delivery of such written notice either by the first named insured or by the company shall be equivalent to mailing.

If the first named insured cancels, earned premium shall be

computed in accordance with the customary short rate tables but the company shall nevertheless be entitled to retain as earned premium any minimum premium stated in Item 3 of the declarations. If the company cancels, earned premium shall be computed pro rata. Premium adjustment may be made either at the time cancellation is effected or as soon as practicable after cancellation becomes effective, but payment or tender of unearned premium is not a condition of cancellation.

9 Declarations

By acceptance of this policy the first named insured agrees that the statements in the declarations are its agreements and representations, that this policy is issued in reliance upon the truth of such representations and that this policy embodies all agreements existing between the first named insured and the company or any of its agents relating to this insurance.

In Witness Whereof, the company has caused this policy to be signed by its President and a Secretary, but the same shall not be binding unless countersigned on the declarations page by a duly authorized agent of the company.


Michael S. Wilder, Secretary


DeRoy C. Thomas, President

AUTOMOBILE AND LIABILITY

**NUCLEAR ENERGY LIABILITY EXCLUSION ENDORSEMENT
(Broad Form)**

It is agreed that the policy* does not apply:

1. Under any Liability Coverage, to injury, sickness, disease, death or destruction
 - (a) with respect to which an insured under the policy is also an insured under a nuclear energy liability policy issued by Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters or Nuclear Insurance Association of Canada, or would be an insured under any such policy but for its termination upon exhaustion of its limit of liability; or
 - (b) resulting from the hazardous properties of nuclear material and with respect to which (1) any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof, or (2) the insured is, or had this policy not been issued would be, entitled to indemnity from the United States of America, or any agency thereof, under any agreement entered into by the United States of America, or any agency thereof, with any person or organization.
2. Under any Medical Payments Coverage, or under any Supplementary Payments provision relating to immediate medical or surgical relief, to expenses incurred with respect to bodily injury, sickness, disease or death resulting from the hazardous properties of nuclear material and arising out of the operation of a nuclear facility by any person or organization.
3. Under any Liability Coverage, to injury, sickness, disease, death or destruction resulting from the hazardous properties of nuclear material, if
 - (a) the nuclear material (1) is at any nuclear facility owned by, or operated by or on behalf of, an insured or (2) has been discharged or dispersed therefrom;
 - (b) the nuclear material is contained in spent fuel or waste at any time possessed, handled, used, processed, stored, transported or disposed of by or on behalf of an insured; or
 - (c) the injury, sickness, disease, death or destruction arises out of the furnishing by an insured of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any nuclear facility, but if such facility is located within the United States of America, its territories or possessions or Canada, this exclusion (c) applies only to injury to or destruction of property at such nuclear facility.

4. As used in this endorsement:

"hazardous properties" include radioactive, toxic or explosive properties;

"nuclear material" means source material, special nuclear material or byproduct material;

"source material", "special nuclear material", and "byproduct material" have the meanings given them in the Atomic Energy Act of 1954 or in any law amendatory thereof;

"spent fuel" means any fuel element or fuel component, solid or liquid, which has been used or exposed to radiation in a nuclear reactor;

"waste" means any waste material (1) containing byproduct material and (2) resulting from the operation by any person or organization of any nuclear facility included within the definition of nuclear facility under paragraph (a) or (b) thereof;

"nuclear facility" means

- (a) any nuclear reactor,
 - (b) any equipment or device designed or used for (1) separating the isotopes of uranium or plutonium, (2) processing or utilizing spent fuel, or (3) handling, processing or packaging waste,
 - (c) any equipment or device used for the processing, fabricating or alloying of special nuclear material if at any time the total amount of such material in the custody of the insured at the premises where such equipment or device is located consists of or contains more than 25 grams of plutonium or uranium 233 or any combination thereof, or more than 250 grams of uranium 235,
 - (d) any structure, basin, excavation, premises or place prepared or used for the storage or disposal of waste,
- and includes the site on which any of the foregoing is located, all operations conducted on such site and all premises used for such operations;

"nuclear reactor" means any apparatus designed or used to sustain nuclear fission in a self-supporting chain reaction or to contain a critical mass of fissionable material;

With respect to injury to or destruction of property, the word "injury" or "destruction" includes all forms of radioactive contamination of property.

*When used with a Storekeeper's Liability Policy, the provisions of this Nuclear Energy Endorsement replace exclusion (n) of that policy.

This endorsement forms a part of the policy, issued by THE HARTFORD INSURANCE GROUP company designated therein, to which it is attached and takes effect as of the effective date of said policy.

Nothing herein contained shall be held to vary, waive, alter, or extend any of the terms, conditions, agreements or declarations of the policy, other than as herein stated.



THE HARTFORD

DP 21

MONS 157995



THE HARTFORD

Named Insured and Address

Policy Number

03-XS-102667

This endorsement forms a part of the policy as numbered above, issued by THE HARTFORD INSURANCE GROUP company designated therein, and takes effect as of the effective date of said policy unless another effective date is stated herein.

Effective Date

4-1-82

Effective hour is the same as stated in the Declarations of the policy.

Endt. No.

1

Notwithstanding anything contained herein to the contrary it is understood and agreed that this insurance covers the same named assured and is subject to the same terms, definitions, exclusions, and conditions (except as regards the premium, the amount and limits of liability, and except as otherwise provided herein) as are contained in or as maybe added to the first layer of covernote No. SD 5023 of various companies.

Nothing herein contained shall be held to vary, waive, alter, or extend any of the terms, conditions, agreements or declarations of the policy, other than as herein stated.

This endorsement shall not be binding unless countersigned by a duly authorized agent of the company; provided that if this endorsement takes effect as of the effective date of the policy and, at issue of said policy, forms a part thereof, countersignature on the declarations page of said policy by a duly authorized agent of the company shall constitute valid countersignature of this endorsement.

Countersigned by.....

Authorized Agent

Form G-2240-3 A Printed in U.S.A.

MONS 157996

PART 4. No declarations page. The POLICY PROVISIONS - Part 1, North 3140 and any endorsements issued to it, Part 2, 3140, completes the below numbered Excess Liability Policy.



THE HARTFORD

☒ Hartford Fire Insurance Company
☒ Hartford Accident and Indemnity Company
☒ Hartford Casualty Insurance Company

☒ New York Underwriters Insurance Company
☒ Twin City Fire Insurance Company

Hartford, Connecticut 06115

The INSURER shall be the Company
as designated herein by Co. Code:

Co. Code
5

POLICY NO. 08 XS 102988

DECLARATIONS

Items

Previous Policy No.
NEW

Monsanto Company, et al
800 North Lindbergh Blvd.
ST. Louis, Missouri 63167

1. First Named Insured and Address

2. Policy Period: _____ From _____

4/1/83 To 4/1/84

12:01 A.M., standard time at the address of the first named insured as stated herein.

THOMAS E. SEARS, INC.

INSURANCE - REINSURANCE

JOHN HANCOCK TOWER
100 CLARENDON STREET
BOSTON, MASS. 02116

Notice of cancellation by the company: 90 days.

3. Premium: \$ 3,000. which is ☒ Flat Charge, Policy Period

☐ Adjustable, Per Premium Computation Endorsement

Minimum Premium \$ 3,000.

Not subject to adjustment in the event of cancellation.

4. Limits of Liability

The limits of the company's liability under this policy shall, subject to all the terms of the policy relating thereto, be as follows:

Excess Liability

\$5,000,000 each occurrence and in the aggregate where applicable part of
\$25,000,000 each occurrence and in the aggregate where applicable.

5. Total Limits of Liability - All Underlying Insurance Policies

Umbrella and Excess Liability

\$300,000,000 each occurrence and in the aggregate where applicable as provided by various carriers all following the terms, conditions, definitions and exclusions of the controlling underlying insurance policy specified in Item 6.

6. Controlling Underlying Insurance Policy

This policy shall follow the terms, conditions, definitions and exclusions of the controlling underlying insurance policy # SD 8019/UQA0065 issued by Lloyds of London

7. Form numbers of endorsements forming part of this policy at issue:

AL-44-0



THE HARTFORD

Excess Liability Policy

Policy Provisions — Part 1
m 6146**THE COMPANY DESIGNATED ON THE DECLARATIONS PAGE AS THE INSURER (A STOCK INSURANCE COMPANY, HEREIN CALLED THE COMPANY)**

In consideration of the payment of the premium, agree with the first named insured as follows:

I INSURING AGREEMENT

The company will indemnify the insured for ultimate net loss in excess of underlying insurance stated in Item 5 of the declarations, but not in excess of the company's limits of liability stated in Item 4 of the declarations.

Except as otherwise provided by this policy, the insurance afforded herein shall follow all the terms, conditions, definitions and exclusions of the controlling underlying insurance policy designated in Item 6 of the declarations.

II INVESTIGATION, DEFENSE, SETTLEMENT

A company shall not be obligated to assume charge of the investigation, defense or settlement of any claim or suit against the insured, but the company shall have the right and shall be given the opportunity to associate with the insured or its underlying insurers, or both, in the investigation, defense or settlement of any claim or suit which, in the opinion of the company, involves or appears reasonably likely to involve the company. If the company avails itself of such right and opportunity, the insured, its insurers and the company shall cooperate in such matters so as to effect a final determination thereof. The insured shall not make or agree to any settlement for an amount in excess of underlying insurance without the approval of the company.

Subject to the above provision, costs incurred by the insured shall be borne as follows:

- (a) all costs incurred by the insured without the written consent of the company shall be borne by the insured;
- (b) if a claim or suit is settled for not more than the limits of underlying insurance, no costs shall be payable by the company;
- (c) if the sum for which a claim or suit is settled exceeds the limits of underlying insurance, then the company, if it approves such settlement or consents to the continuation of the proceedings, shall contribute to the costs incurred by the insured in the proportion which the amount of ultimate net loss as finally determined to be payable by the company bears to the total amount paid on such claim or suit by all interests;
- (d) if the insured elects not to appeal a judgment in excess of the limits of underlying insurance, the company may elect to conduct such appeal at its cost and expense, and shall be liable for the taxable costs and disbursements and interest incidental thereto, but in no event shall the total liability of the company exceed the limits of liability as stated in this policy, plus the cost and expense of such appeal;
- (e) if a judgment is rendered in excess of the limits of underlying insurance and the company is willing to contribute thereto but the underlying insurers elect to appeal such judgment, the duty of obtaining an appeal bond with respect to liability in excess of the limits of underlying insurance shall be that of the insured and its underlying insurers.

III PERSONS INSURED

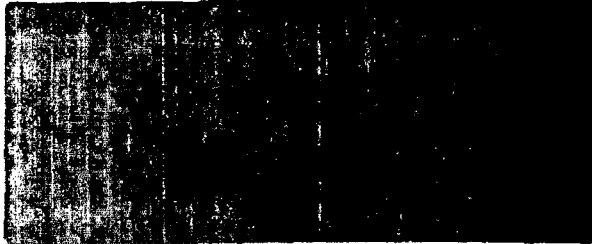
Each of the following is an insured under this policy to the extent set forth below:

- (a) any named insured, and
- (b) any person or organization which is an insured under the terms of the controlling underlying insurance policy, subject to all the limitations upon coverage under such controlling underlying insurance policy other than the limits thereof.

IV LIMITS OF LIABILITY

Regardless of the number of (1) insureds under this policy, (2) persons or organizations who sustain injury or damage or (3) claims made or suits brought, the company's liability is limited as follows:

- (a) The limits of the company's liability under this policy apply only after the underlying insurers have paid or have been held legally liable to pay the full amount of their respective limits of liability which makes up the total stated in Item 5 of the declarations; provided that:
 - (i) unless aggregate limits are specifically stated in both Items 4 and 5 of the declarations, the insurance afforded by this policy applies with respect to each occurrence only for limits of liability in excess of the amounts afforded for each occurrence in the underlying insurance, and does not apply over any reduced amount of underlying insurance in the event of the exhaustion or reduction of aggregate limits of liability, if any, in the underlying insurance; or
 - (ii) if aggregate limits of liability are specifically stated in both Items 4 and 5 of the declarations, the insurance afforded by this policy applies in excess of reduced underlying insurance, provided such reduction in the underlying insurance is solely the result of the payment of claims because of occurrences taking place during the period of this policy.
- (b) If the limits of liability stated in Item 4 of the declarations are on a "Quota Share Basis", the limits of the company's liability shall be the quota share percentage so stated of all ultimate net loss to which this policy applies which is in excess of underlying insurance, up to the limits so stated.
- (c) If the limits of liability stated in Item 4 of the declarations are on a "Full Limits Basis", the limits of the company's liability shall be the amount of all ultimate net loss to which this policy applies which is in excess of underlying insurance, up to the limits so stated.
- (d) Subject to provisions (a), (b) and (c) above, the total liability of the company for all ultimate net loss as the result of any one occurrence, shall not exceed the limit of liability stated in Item 4 of the declarations as applicable to "each occurrence".
- (e) Subject to provisions (a), (b) and (c) above, the total liability of the company for all ultimate net loss because of all occur-



retains to which this policy applies shall not exceed the limit of liability stated in Item 4 of the declarations as "aggregate".

V DEFINITIONS

When used in this policy (including endorsements forming a part hereof):

"controlling underlying insurance policy" means the insurance policy designated as such in Item 6 of the declarations;

"costs" means interest on judgments, and investigation, adjustment and legal expenses including taxed court costs and premiums on bonds, for which the insured is not covered by underlying insurance (excluding, however, (a) all expenses for salaried employees and counsel on general retainer, (b) all office expenses of the insured, and (c) regular fees paid to counsel on general retainer);

"first named insured" means the person or organization first named in Item 1 of the declarations of this policy;

"insured" means any person or organization qualifying as an insured in the "Persons Insured" provision of this policy. The insurance afforded applies separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the company's liability;

"named insured" means the first named insured and any other person or organization named in Item 1 of the declarations of this policy or in an endorsement amending such Item 1;

"occurrence" means an accident or occurrence as defined in and covered by the controlling underlying insurance policy designated in the declarations;

"ultimate net loss" means the total of all sums which the insured, or any organization as its insurer, or both, shall become legally obligated to pay, whether by reason of adjudication or settlement, because of an occurrence covered under the terms of the controlling underlying insurance policy and to which this policy applies; but "ultimate net loss" shall not include (a) the amount of any recoveries, salvages or other insurance (other than underlying insurance or insurance written specifically to apply in excess of this policy), whether collectible or not, or (b) costs;

"underlying insurance" means the primary or excess insurance policies contributing to the total limit stated in Item 5 of the declarations (including any deductible amount, insured's participation or self-insured retention beneath any such policy) and includes any renewals or replacements thereof. The limits of such policies shall be deemed to be applicable regardless of (1) any defense which the underlying insurer may assert, (2) the insured's failure to comply with any condition of any such policy or (3) the insolvency of the underlying insurer.

CONDITIONS

Premium

The premium for this policy shall be as stated in Item 3 of the declarations and be payable by the first named insured.

2. Maintenance of Underlying Insurance

Policies affording in total the limits stated in Item 5 of the declarations shall be maintained in full effect during the currency of this

policy, except for the reduction of any aggregate limits contained therein solely by payment of claims with respect to occurrences taking place during the period of this policy. Failure of the first named insured to comply with the foregoing shall not invalidate this policy but in the event of such failure, the company shall be liable only to the extent that it would have been liable had the first named insured complied therewith.

The first named insured shall give the company written notice as soon as practicable of any change in the scope of coverage or in the limits of any underlying insurance, and of the termination of any coverage or of reduction or exhaustion of aggregate limits of any underlying insurance.

3. Notice of Occurrence

Whenever it appears that an occurrence is likely to involve indemnity under this policy, written notice thereof shall be given to the company or any of its authorized agents as soon as practicable. Such notice shall contain particulars sufficient to identify the insured and also reasonably obtainable information respecting the time, place and circumstances of the occurrence, the names and addresses of the injured and of available witnesses.

4. Action Against Company

No action shall lie against the company unless, as a condition precedent thereto, there shall have been full compliance with all the terms of this policy, nor until the amount of the insured's obligation to pay shall have been finally determined either by judgment against the insured after actual trial or by written agreement of the insured, the claimant and the company.

Any person or organization or the legal representative thereof who has secured such judgment or written agreement shall thereafter be entitled to recover under this policy to the extent of the insurance afforded by this policy. No person or organization shall have the right under this policy to join the company as a party to any action against the insured to determine the insured's liability, nor shall the company be implicated by the insured or his legal representative. Bankruptcy or insolvency of the insured or of the insured's estate shall not relieve the company of any of its obligations hereunder.

5. Subrogation

In the event of any payment under this policy, the company shall participate with the insured and any underlying insurer in the exercise of all the insured's rights of recovery therefor against any person or organization, and the insured shall execute and deliver instruments and papers and do whatever else is necessary to secure such rights. The insured shall do nothing after loss to prejudice such rights.

Recoveries shall be applied:

first, to reimburse any interest (including the insured) that may have paid any amount with respect to liability in excess of the limit of the company's liability hereunder;

then, to reimburse the company up to the amount paid hereunder, along with any other insurers having a quota share interest at the same level; and

lastly, to reimburse such interests (including the insured), with respect to which this insurance is excess, as are entitled to claim the residue, if any;

but a different apportionment may be made to effect settlement of a claim by agreement signed by all interests. Reasonable expenses incurred in the exercise of rights of recovery shall be apportioned among all interests in the ratio of their respective losses for which recovery is sought.

6. Changes

Notice to any agent or knowledge possessed by any agent or any other person shall not effect a waiver or a change in any part of this policy or release the company from asserting any rights under the terms of this policy with respect to any requirement as to underlying insurance; nor shall the terms of this policy be waived or changed, except by endorsement issued to form a part of this policy, signed by an authorized representative of the company.

7. Assistance and Cooperation of the Insured

The insured shall cooperate with the company and with the underlying insurers as required by the terms of the controlling underlying insurance policy and comply with all the terms and conditions thereof, and shall enforce any right of contribution or indemnity against any person or organization who may be liable to the insured and with respect to which insurance is afforded under this policy or the underlying insurance policies.

8. Cancellation

This policy may be cancelled by the first named insured by surrender thereof to the company or any of its authorized agents or by mailing to the company written notice starting when thereafter the cancellation shall be effective. This policy may be cancelled by the company by mailing to the first named insured at the address shown in this policy written notice stating when thereafter, not less than the number of days stated in item 2 of the declarations, such cancellation shall be effective. The mailing of notice as aforesaid shall be sufficient proof of notice. The time of the surrender or the effective date and hour of cancellation stated in the notice shall become the end of the policy period. Delivery of such written notice either by the first named insured or by the company shall be equivalent to mailing.

If the first named insured cancels, earned premium shall be

computed in accordance with the customary short rate tables, but the company shall nevertheless be entitled to retain as earned premium any minimum premium stated in item 3 of the declarations. If the company cancels, earned premium shall be computed pro rata. Premium adjustment may be made either at the time cancellation is effected or as soon as practicable after cancellation becomes effective, but payment or tender of unearned premium is not a condition of cancellation.

9. Declarations

By acceptance of this policy the first named insured agrees that the statements in the declarations are its agreements and representations, that this policy is issued in reliance upon the truth of such representations and that this policy embodies all agreements existing between the first named insured and the company or any of its agents relating to this insurance.

In Witness Whereof, the company has caused this policy to be signed by its President and a Secretary, but the same shall not be binding unless countersigned on the declarations page by a duly authorized agent of the company.


Michael S. Wilder, Secretary


DeRoy C. Thomas, President

AUTOMOBILE AND LIABILITY

**NUCLEAR ENERGY LIABILITY EXCLUSION ENDORSEMENT
(Broad Form)**

agreed that the policy* does not apply:

1. Under any Liability Coverage, to injury, sickness, disease, death or destruction
 - (a) with respect to which an insured under the policy is also an insured under a nuclear energy liability policy issued by Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters or Nuclear Insurance Association of Canada, or would be an insured under any such policy but for its termination upon exhaustion of its limit of liability; or
 - (b) resulting from the hazardous properties of nuclear material and with respect to which (1) any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof, or (2) the insured is, or had this policy not been issued would be, entitled to indemnity from the United States of America, or any agency thereof, under any agreement entered into by the United States of America, or any agency thereof, with any person or organization.
2. Under any Medical Payments Coverage, or under any Supplementary Payments provision relating to immediate medical or surgical relief, to expenses incurred with respect to bodily injury, sickness, disease or death resulting from the hazardous properties of nuclear material and arising out of the operation of a nuclear facility by any person or organization.
3. Under any Liability Coverage, to injury, sickness, disease, death or destruction resulting from the hazardous properties of nuclear material, if
 - (a) the nuclear material (1) is at any nuclear facility owned by, or operated by or on behalf of, an insured or (2) has been discharged or dispersed therefrom;
 - (b) the nuclear material is contained in spent fuel or waste at any time possessed, handled, used, processed, stored, transported or disposed of by or on behalf of an insured; or
 - (c) the injury, sickness, disease, death or destruction arises out of the furnishing by an insured of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any nuclear facility, but if such facility is located within the United States of America, its territories or possessions or Canada, this exclusion (c) applies only to injury to or destruction of property at such nuclear facility.

4. As used in this endorsement:

"hazardous properties" include radioactive, toxic or explosive properties;

"nuclear material" means source material, special nuclear material or byproduct material;

"source material", "special nuclear material", and "byproduct material" have the meanings given them in the Atomic Energy Act of 1954 or in any law amendatory thereof;

"spent fuel" means any fuel element or fuel component, solid or liquid, which has been used or exposed to radiation in a nuclear reactor;

"waste" means any waste material (1) containing byproduct material and (2) resulting from the operation by any person or organization of any nuclear facility included within the definition of nuclear facility under paragraph (a) or (b) thereof;

"nuclear facility" means

- (a) any nuclear reactor,
- (b) any equipment or device designed or used for (1) separating the isotopes of uranium or plutonium, (2) processing or utilizing spent fuel, or (3) handling, processing or packaging waste,
- (c) any equipment or device used for the processing, fabricating or alloying of special nuclear material if at any time the total amount of such material in the custody of the insured at the premises where such equipment or device is located consists of or contains more than 25 grams of plutonium or uranium 233 or any combination thereof, or more than 250 grams of uranium 235,
- (d) any structure, basin, excavation, premises or place prepared or used for the storage or disposal of waste, and includes the site on which any of the foregoing is located, all operations conducted on such site and all premises used for such operations;

"nuclear reactor" means any apparatus designed or used to sustain nuclear fission in a self-supporting chain reaction or to contain a critical mass of fissionable material;

With respect to injury to or destruction of property, the word "injury" or "destruction" includes all forms of radioactive contamination of property.

*When used with a Storekeeper's Liability Policy, the provisions of this Nuclear Energy Endorsement replace exclusion (n) of that policy.

This endorsement forms a part of the policy, issued by THE HARTFORD INSURANCE GROUP company designated therein, to which it is attached and takes effect as of the effective date of said policy.

Nothing herein contained shall be held to vary, waive, alter, or extend any of the terms, conditions, agreements or declarations of the policy, other than as herein stated.



THE HARTFORD

DeRoy C. Thomas
DeRoy C. Thomas, President

PART 4. The declarations page with policy provisions, all forms and any endorsements attached to it, completes the below numbered Excess Liability Policy.



THE HARTFORD

☐ Hartford Fire Insurance Company
☐ Hartford Accident and Indemnity Company
☐ Hartford Casualty Insurance Company

☐ New York Underwriters Insurance Company
☐ Twin City Fire Insurance Company

Hartford, Connecticut 06115

The INSURER shall be the Company
as designated herein by Co. Code:

Co. Code
5

POLICY NO. **08 XS 102989**

DECLARATIONS

Items

1. First Named Insured and Address

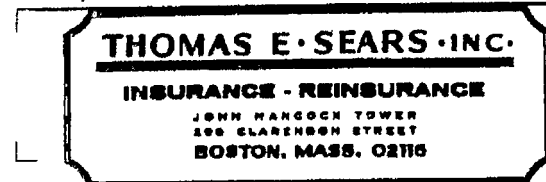
Previous Policy No.
08-XS-102667

Monsanto Company, et al
800 North Lindbergh Blvd.
St. Louis, Missouri 63167

2. Policy Period: _____ From _____ To _____

4/1/83 To 4/1/84

12:01 A.M., standard time at the address of the first named insured as stated herein.



Notice of cancellation by the company: 90 days.

3. Premium: \$ **7,500.**

which is ☒ Flat Charge, Policy Period

☐ Adjustable, Per Premium Computation Endorsement

Minimum Premium \$ **7,500.**

Not subject to adjustment in the event of cancellation.

4. Limits of Liability

The limits of the company's liability under this policy shall, subject to all the terms of the policy relating thereto, be as follows:

Excess Liability

**\$10,000,000 each occurrence and in the aggregate where applicable part of
\$55,000,000 each occurrence and in the aggregate where applicable.**

5. Total Limits of Liability — All Underlying Insurance Policies

Umbrella and Excess Liability

**\$245,000,000 each occurrence and in the aggregate where applicable as provided by
various carriers all following the terms, conditions, definitions and exclusions
of the controlling underlying insurance policy specified in Item 6.**

6. Controlling Underlying Insurance Policy

This policy shall follow the terms, conditions, definitions and exclusions of the controlling underlying insurance policy # **SD 8019/UQA0065**
issued by **Lloyds of London**

7. Form numbers of endorsements forming part of this policy at issue:

AL-44-0



THE HARTFORD

Excess Liability Policy

Policy Provisions — Part 1
Form 5146**THE COMPANY DESIGNATED ON THE DECLARATIONS PAGE AS THE INSURER (A STOCK INSURANCE COMPANY, HEREIN CALLED THE COMPANY)**

In consideration of the payment of the premium, agrees with the first named insured as follows:

I INSURING AGREEMENT

The company will indemnify the insured for ultimate net loss in excess of underlying insurance stated in Item 5 of the declarations, but not in excess of the company's limits of liability stated in Item 4 of the declarations.

Except as otherwise provided by this policy, the insurance afforded herein shall follow all the terms, conditions, definitions and exclusions of the controlling underlying insurance policy designated in Item 6 of the declarations.

II INVESTIGATION, DEFENSE, SETTLEMENT

The company shall not be obligated to assume charge of the investigation, defense or settlement of any claim or suit against the insured, but the company shall have the right and shall be given the opportunity to associate with the insured or its underlying insurers, or both, in the investigation, defense or settlement of any claim or suit which, in the opinion of the company, involves or appears reasonably likely to involve the company. If the company avails itself of such right and opportunity, the insured, its insurers and the company shall cooperate in such matters so as to effect a final determination thereof. The insured shall not make or agree to any settlement for an amount in excess of underlying insurance without the approval of the company.

Subject to the above provision, costs incurred by the insured shall be borne as follows:

- (a) all costs incurred by the insured without the written consent of the company shall be borne by the insured;
- (b) if a claim or suit is settled for not more than the limits of underlying insurance, no costs shall be payable by the company;
- (c) if the sum for which a claim or suit is settled exceeds the limits of underlying insurance, then the company, if it approves such settlement or consents to the continuation of the proceedings, shall contribute to the costs incurred by the insured in the proportion which the amount of ultimate net loss as finally determined to be payable by the company bears to the total amount paid on such claim or suit by all interests;
- (d) if the insured elects not to appeal a judgment in excess of the limits of underlying insurance, the company may elect to conduct such appeal at its cost and expense, and shall be liable for the taxable costs and disbursements and interest incidental thereto, but in no event shall the total liability of the company exceed the limits of liability as stated in this policy, plus the cost and expense of such appeal;
- (e) if a judgment is rendered in excess of the limits of underlying insurance and the company is willing to contribute thereto but the underlying insurers elect to appeal such judgment, the duty of obtaining an appeal bond with respect to liability in excess of the limits of underlying insurance shall be that of the insured and its underlying insurers.

III PERSONS INSURED

Each of the following is an insured under this policy to the extent set forth below:

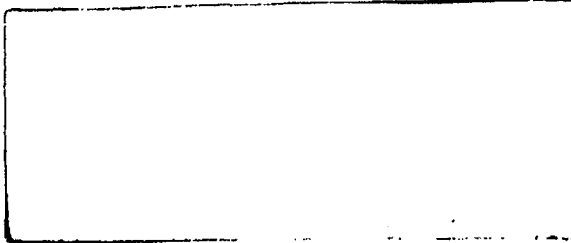
- (a) any named insured, and
- (b) any person or organization which is an insured under the terms of the controlling underlying insurance policy, subject to all the limitations upon coverage under such controlling underlying insurance policy other than the limits thereof.

IV LIMITS OF LIABILITY

Regardless of the number of (1) insureds under this policy, (2) persons or organizations who sustain injury or damage or (3) claims made or suits brought, the company's liability is limited as follows:

- (a) The limits of the company's liability under this policy apply only after the underlying insurers have paid or have been held legally liable to pay the full amount of their respective limits of liability which makes up the total stated in Item 5 of the declarations; provided that:
 - (i) unless aggregate limits are specifically stated in both Items 4 and 5 of the declarations, the insurance afforded by this policy applies with respect to each occurrence only for limits of liability in excess of the amounts afforded for each occurrence in the underlying insurance, and does not apply over any reduced amount of underlying insurance in the event of the exhaustion or reduction of aggregate limits of liability, if any, in the underlying insurance; or
 - (ii) if aggregate limits of liability are specifically stated in both Items 4 and 5 of the declarations, the insurance afforded by this policy applies in excess of reduced underlying insurance, provided such reduction in the underlying insurance is solely the result of the payment of claims because of occurrences taking place during the period of this policy.
- (b) If the limits of liability stated in Item 4 of the declarations are on a "Quota Share Basis", the limits of the company's liability shall be the quota share percentage so stated of all ultimate net loss to which this policy applies which is in excess of underlying insurance, up to the limits so stated.
- (c) If the limits of liability stated in Item 4 of the declarations are on a "Full Limits Basis", the limits of the company's liability shall be the amount of all ultimate net loss to which this policy applies which is in excess of underlying insurance, up to the limits so stated.
- (d) Subject to provisions (a), (b) and (c) above, the total liability of the company for all ultimate net loss as the result of any one occurrence, shall not exceed the limit of liability stated in Item 4 of the declarations as applicable to "each occurrence".
- (e) Subject to provisions (a), (b) and (c) above, the total liability of the company for all ultimate net loss because of all occur-

MONS 158436



rences to which this policy applies shall not exceed the limit of liability stated in Item 4 of the declarations as "aggregate".

V DEFINITIONS

When used in this policy (including endorsements forming a part hereof):

"controlling underlying insurance policy" means the insurance policy designated as such in Item 5 of the declarations;

"costs" means interest on judgments, and investigation, adjustment and legal expenses including taxed court costs and premiums on bonds, for which the insured is not covered by underlying insurance (excluding, however, (a) all expenses for salaried employees and counsel on general retainer, (b) all office expenses of the insured, and (c) regular fees paid to counsel on general retainer);

"first named insured" means the person or organization first named in Item 1 of the declarations of this policy;

"insured" means any person or organization qualifying as an insured in the "Persons Insured" provision of this policy. The insurance afforded applies separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the company's liability;

"named insured" means the first named insured and any other person or organization named in Item 1 of the declarations of this policy or in an endorsement amending such Item 1;

"occurrence" means an accident or occurrence as defined in and covered by the controlling underlying insurance policy designated in the declarations;

"ultimate net loss" means the total of all sums which the insured, or any organization as its insurer, or both, shall become legally obligated to pay, whether by reason of adjudication or settlement, because of an occurrence covered under the terms of the controlling underlying insurance policy and to which this policy applies; but "ultimate net loss" shall not include (a) the amount of any recoveries, salvages or other insurance (other than underlying insurance or insurance written specifically to apply in excess of this policy), whether collectible or not, or (b) costs;

"underlying insurance" means the primary or excess insurance policies contributing to the total limit stated in Item 5 of the declarations (including any deductible amount, insured's participation or self-insured retention beneath any such policy) and includes any renewals or replacements thereof. The limits of such policies shall be deemed to be applicable regardless of (1) any defense which the underlying insurer may assert, (2) the insured's failure to comply with any condition of any such policy or (3) the insolvency of the underlying insurer.

CONDITIONS

Premium

The premium for this policy shall be as stated in Item 3 of the declarations and be payable by the first named insured.

2. Maintenance of Underlying Insurance

Policies affording in total the limits stated in Item 5 of the declarations shall be maintained in full effect during the currency of this

policy, except for the reduction of any aggregate limits contained therein solely by payment of claims with respect to occurrences taking place during the period of this policy. Failure of the first named insured to comply with the foregoing shall not invalidate this policy but in the event of such failure, the company shall be liable only to the extent that it would have been liable had the first named insured complied therewith.

The first named insured shall give the company written notice as soon as practicable of any change in the scope of coverage or in the limits of any underlying insurance, and of the termination of any coverage or of reduction or exhaustion of aggregate limits of any underlying insurance.

3. Notice of Occurrence

Whenever it appears that an occurrence is likely to involve indemnity under this policy, written notice thereof shall be given to the company or any of its authorized agents as soon as practicable. Such notice shall contain particulars sufficient to identify the insured and also reasonably obtainable information respecting the time, place and circumstances of the occurrence, the names and addresses of the injured and of available witnesses.

4. Action Against Company

No action shall lie against the company unless, as a condition precedent thereto, there shall have been full compliance with all the terms of this policy, nor until the amount of the insured's obligation to pay shall have been finally determined either by judgment against the insured after actual trial or by written agreement of the insured, the claimant and the company.

Any person or organization or the legal representative thereof who has secured such judgment or written agreement shall thereafter be entitled to recover under this policy to the extent of the insurance afforded by this policy. No person or organization shall have the right under this policy to join the company as a party to any action against the insured to determine the insured's liability, nor shall the company be impleaded by the insured or his legal representative. Bankruptcy or insolvency of the insured or of the insured's estate shall not relieve the company of any of its obligations hereunder.

5. Subrogation

In the event of any payment under this policy, the company shall participate with the insured and any underlying insurer in the exercise of all the insured's rights of recovery thereafter against any person or organization, and the insured shall execute and deliver instruments and papers and do whatever else is necessary to secure such rights. The insured shall do nothing after loss to prejudice such rights.

Recoveries shall be applied:

first, to reimburse any interest (including the insured) that may have paid any amount with respect to liability in excess of the limit of the company's liability hereunder;

then, to reimburse the company up to the amount paid hereunder, along with any other insurers having a quota share interest at the same level; and

lastly, to reimburse such interests (including the insured), with respect to which this insurance is excess, as are entitled to claim the residue, if any;

but a different apportionment may be made to effect settlement of a claim by agreement signed by all interests. Reasonable expenses incurred in the exercise of rights of recovery shall be apportioned among all interests in the ratio of their respective losses for which recovery is sought.

6. Changes

Notice to any agent or knowledge possessed by any agent or any other person shall not effect a waiver or a change in any part of this policy or exempt the company from asserting any rights under the terms of this policy with respect to any requirement as to underlying insurance; nor shall the terms of this policy be waived or changed, except by endorsement issued to form a part of this policy, signed by an authorized representative of the company.

7. Assistance and Cooperation of the Insured

The insured shall cooperate with the company and with the underlying insurers as required by the terms of the controlling underlying insurance policy and comply with all the terms and conditions thereof, and shall enforce any right of contribution or indemnity against any person or organization who may be liable to the insured and with respect to which insurance is afforded under this policy or the underlying insurance policies.

5. Cancellation

This policy may be cancelled by the first named insured by surrender thereof to the company or any of its authorized agents or by mailing to the company written notice stating when thereafter the cancellation shall be effective. This policy may be cancelled by the company by mailing to the first named insured at the address shown in this policy written notice stating when thereafter, not less than the number of days stated in Item 2 of the declarations, such cancellation shall be effective. The mailing of notice as aforesaid shall be sufficient proof of notice. The time of the surrender or the effective date and hour of cancellation stated in the notice shall become the end of the policy period. Delivery of such written notice either by the first named insured or by the company shall be equivalent to mailing.

If the first named insured cancels, earned premium shall be

computed in accordance with the customary short rate tables, but the company shall nevertheless be entitled to retain as earned premium any minimum premium stated in Item 3 of the declarations. If the company cancels, earned premium shall be computed pro rata. Premium adjustment may be made either at the time cancellation is effected or as soon as practicable after cancellation becomes effective, but payment or tender of unearned premium is not a condition of cancellation.

9. Declarations

By acceptance of this policy the first named insured agrees that the statements in the declarations are its agreements and representations, that this policy is issued in reliance upon the truth of such representations and that this policy embodies all agreements existing between the first named insured and the company or any of its agents relating to this insurance.

In Witness Whereof, the company has caused this policy to be signed by its President and a Secretary, but the same shall not be binding unless countersigned on the declarations page by a duly authorized agent of the company.


Michael S. Wilder, Secretary


DeRoy C. Thomas, President

MONS 158438

AUTOMOBILE AND LIABILITY

NUCLEAR ENERGY LIABILITY EXCLUSION ENDORSEMENT
(Broad Form)

agreed that the policy* does not apply:

1. Under any Liability Coverage, to injury, sickness, disease, death or destruction
 - a) with respect to which an insured under the policy is also an insured under a nuclear energy liability policy issued by Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters or Nuclear Insurance Association of Canada, or would be an insured under any such policy but for its termination upon exhaustion of its limit of liability; or
 - b) resulting from the hazardous properties of nuclear material and with respect to which (1) any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof, or (2) the insured is, or had this policy not been issued would be, entitled to indemnity from the United States of America, or any agency thereof, under any agreement entered into by the United States of America, or any agency thereof, with any person or organization.
2. Under any Medical Payments Coverage, or under any Supplementary Payments provision relating to immediate medical or surgical relief, to expenses incurred with respect to bodily injury, sickness, disease or death resulting from the hazardous properties of nuclear material and arising out of the operation of a nuclear facility by any person or organization.
3. Under any Liability Coverage, to injury, sickness, disease, death or destruction resulting from the hazardous properties of nuclear material, if
 - (a) the nuclear material (1) is at any nuclear facility owned by, or operated by or on behalf of, an insured or (2) has been discharged or dispersed therefrom;
 - (b) the nuclear material is contained in spent fuel or waste at any time possessed, handled, used, processed, stored, transported or disposed of by or on behalf of an insured; or
 - (c) the injury, sickness, disease, death or destruction arises out of the furnishing by an insured of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any nuclear facility, but if such facility is located within the United States of America, its territories or possessions or Canada, this exclusion (c) applies only to injury to or destruction of property at such nuclear facility.

4. As used in this endorsement:

"hazardous properties" include radioactive, toxic or explosive properties;

"nuclear material" means source material, special nuclear material or byproduct material;

"source material", "special nuclear material", and "byproduct material" have the meanings given them in the Atomic Energy Act of 1954 or in any law amendatory thereof;

"spent fuel" means any fuel element or fuel component, solid or liquid, which has been used or exposed to radiation in a nuclear reactor;

"waste" means any waste material (1) containing byproduct material and (2) resulting from the operation by any person or organization of any nuclear facility included within the definition of nuclear facility under paragraph (a) or (b) thereof;

"nuclear facility" means

- (a) any nuclear reactor;
 - (b) any equipment or device designed or used for (1) separating the isotopes of uranium or plutonium, (2) processing or utilizing spent fuel, or (3) handling, processing or packaging waste;
 - (c) any equipment or device used for the processing, fabricating or alloying of special nuclear material if at any time the total amount of such material in the custody of the insured at the premises where such equipment or device is located consists of or contains more than 25 grams of plutonium or uranium 233 or any combination thereof, or more than 250 grams of uranium 235;
 - (d) any structure, basin, excavation, premises or place prepared or used for the storage or disposal of waste,
- and includes the site on which any of the foregoing is located, all operations conducted on such site and all premises used for such operations;

"nuclear reactor" means any apparatus designed or used to sustain nuclear fission in a self-supporting chain reaction or to contain a critical mass of fissionable material;

With respect to injury to or destruction of property, the word "injury" or "destruction" includes all forms of radioactive contamination of property.

*When used with a Storekeeper's Liability Policy, the provisions of this Nuclear Energy Endorsement replace exclusion (n) of that policy.

This endorsement forms a part of the policy, issued by THE HARTFORD INSURANCE GROUP company designated therein, to which it is attached and takes effect as of the effective date of said policy.

Nothing herein contained shall be held to vary, waive, alter, or extend any of the terms, conditions, agreements or declarations of the policy, other than as herein stated.



THE HARTFORD

DeRoy C. Thomas
DeRoy C. Thomas, President

PART 2 This Declarations page with POLICY PROVISIONS — Part 1 Form 6146 and any endorsements issued to form a part thereof completes the below numbered EXCESS LIABILITY POLICY



THE HARTFORD

☒ Hartford Fire Insurance Company
☒ Hartford Accident and Indemnity Company
☒ Hartford Casualty Insurance Company

☒ New York Underwriters Insurance Company
☒ Twin City Fire Insurance Company

Hartford, Connecticut 06115

The INSURER shall be the Company
as designated herein by Co. Code:

Co. Code
5

POLICY NO. 08 XS 103754

DECLARATIONS

Items

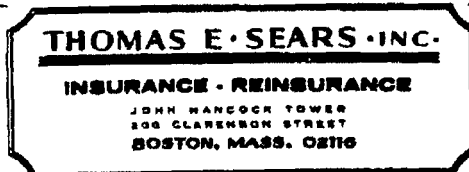
Previous Policy No.
08 XS 102988

MONSANTO COMPANY, ET AL
800 NORTH LINDBERGH BLVD.
ST. LOUIS, MISSOURI 63167

1. **First Named Insured and Address**

2. **Policy Period:** _____ **From**

04/01/84 **To** 04/01/85



de 12:01 A.M., standard time at the address of the first named insured as stated herein.

☐ Notice of cancellation by the company: 90 days.

3. **Premium:** \$3,750. which is ☒ Flat Charge, Policy Period

☐ Adjustable, Per Premium Computation Endorsement

Minimum Premium: \$ 3,750.

Not subject to adjustment in the event of cancellation.

4. **Limits of Liability**

The limits of the company's liability under this policy shall, subject to all the terms of the policy relating thereto, be as follows:

EXCESS LIABILITY

5,000,000. EACH OCCURRENCE AND IN THE AGGREGATE WHERE APPLICABLE PART OF
\$41,000,000. EACH OCCURRENCE AND IN THE AGGREGATE WHERE APPLICABLE.

5. **Total Limits of Liability — All Underlying Insurance Policies**

UMBRELLA AND EXCESS LIABILITY

\$311,500,000. EACH OCCURRENCE AND IN THE AGGREGATE WHERE APPLICABLE AS PROVIDED BY VARIOUS CARRIERS ALL FOLLOWING THE TERMS, CONDITIONS, DEFINITIONS AND EXCLUSIONS OF THE CONTROLLING UNDERLYING INSURANCE POLICY SPECIFIED IN ITEM 6.

6. **Controlling Underlying Insurance Policy**

This policy shall follow the terms, conditions, definitions and exclusions of the controlling underlying insurance policy# SD 8019/UQA0065 issued by LLOYDS OF LONDON
SD-5023/UMA0223

7. **Form numbers of endorsements forming part of this policy at issue:**

AI-44-0 NUCLEAR ENERGY EXCLUSION

SC/1g 08/21/84

Form L-3923-0 HS Printed in U.S.A. (NS)

Countersigned by _____

Authorized Agent

MONS 159122

Excess Liability Policy



THE HARTFORD

Policy Provisions — Part 1
Form 5146

THE COMPANY DESIGNATED ON THE DECLARATIONS PAGE AS THE INSURER (A STOCK INSURANCE COMPANY, HEREIN CALLED THE COMPANY)

In consideration of the payment of the premium, agrees with the first named insured as follows:

I INSURING AGREEMENT

The company will indemnify the insured for ultimate net loss in excess of underlying insurance stated in Item 5 of the declarations, but not in excess of the company's limits of liability stated in Item 4 of the declarations.

Except as otherwise provided by this policy, the insurance afforded herein shall follow all the terms, conditions, definitions and exclusions of the controlling underlying insurance policy designated in Item 6 of the declarations.

II INVESTIGATION, DEFENSE, SETTLEMENT

The company shall not be obligated to assume charge of the investigation, defense or settlement of any claim or suit against the insured, but the company shall have the right and shall be given the opportunity to associate with the insured or its underlying insurers, or both, in the investigation, defense or settlement of any claim or suit which, in the opinion of the company, involves or appears reasonably likely to involve the company. If the company avails itself of such right and opportunity, the insured, its insurers and the company shall cooperate in such matters so as to effect a final determination thereof. The insured shall not make or agree to any settlement for an amount in excess of underlying insurance without the approval of the company.

Subject to the above provision, costs incurred by the insured shall be borne as follows:

- (a) all costs incurred by the insured without the written consent of the company shall be borne by the insured;
- (b) if a claim or suit is settled for not more than the limits of underlying insurance, no costs shall be payable by the company;
- (c) if the sum for which a claim or suit is settled exceeds the limits of underlying insurance, then the company, if it approves such settlement or consents to the continuation of the proceedings, shall contribute to the costs incurred by the insured in the proportion which the amount of ultimate net loss as finally determined to be payable by the company bears to the total amount paid on such claim or suit by all interests;
- (d) if the insured elects not to appeal a judgment in excess of the limits of underlying insurance, the company may elect to conduct such appeal at its cost and expense, and shall be liable for the taxable costs and disbursements and interest incidental thereto, but in no event shall the total liability of the company exceed the limits of liability as stated in this policy, plus the cost and expense of such appeal;
- (e) if a judgment is rendered in excess of the limits of underlying insurance and the company is willing to contribute thereto but the underlying insurers elect to appeal such judgment, the duty of obtaining an appeal bond with respect to liability in excess of the limits of underlying insurance shall be that of the insured and its underlying insurers.

III PERSONS INSURED

Each of the following is an insured under this policy to the extent set forth below:

- (a) any named insured, and
- (b) any person or organization which is an insured under the terms of the controlling underlying insurance policy, subject to all the limitations upon coverage under such controlling underlying insurance policy other than the limits thereof.

IV LIMITS OF LIABILITY

Regardless of the number of (1) insureds under the policy, (2) persons or organizations who sustain injury or damage or (3) claims made or suits brought, the company's liability is limited as follows:

- (a) The limits of the company's liability under this policy apply only after the underlying insurers have paid or have been held legally liable to pay the full amount of their respective limits of liability which makes up the total stated in Item 5 of the declarations; provided that:
 - (i) unless aggregate limits are specifically stated in both Items 4 and 5 of the declarations, the insurance afforded by this policy applies with respect to each occurrence only for limits of liability in excess of the amounts afforded for each occurrence in the underlying insurance, and does not apply over any reduced amount of underlying insurance in the event of the exhaustion or reduction of aggregate limits of liability, if any, in the underlying insurance; or
 - (ii) if aggregate limits of liability are specifically stated in both Items 4 and 5 of the declarations, the insurance afforded by this policy applies in excess of reduced underlying insurance, provided such reduction in the underlying insurance is solely the result of the payment of claims because of occurrences taking place during the period of the policy.
- (b) If the limits of liability stated in Item 4 of the declarations are on a "Quota Share Basis", the limits of the company's liability shall be the quota share percentage so stated of all ultimate net loss to which the policy applies which is in excess of underlying insurance, up to the limits so stated.
- (c) If the limits of liability stated in Item 4 of the declarations are on a "Full Limits Basis", the limits of the company's liability shall be the amount of all ultimate net loss to which this policy applies which is in excess of underlying insurance, up to the limits so stated.
- (d) Subject to provisions (a), (b) and (c) above, the total liability of the company for all ultimate net loss as the result of any one occurrence, shall not exceed the limit of liability stated in Item 4 of the declarations as applicable to "each occurrence".
- (e) Subject to provisions (a), (b) and (c) above, the total liability of the company for all ultimate net loss because of all occur-

MONS 159123

policy except for the reduction of any aggregate limits contained therein solely by payment of claims with respect to occurrences taking place during the period of this policy. Failure of the first named insured to comply with the foregoing shall not invalidate this policy but in the event of such failure the company shall be liable only to the extent that it would have been liable had the first named insured complied therewith.

The first named insured shall give the company written notice as soon as practicable of any change in the scope of coverage or in the limits of any underlying insurance, and of the termination of any coverage or of reduction or exhaustion of aggregate limits of any underlying insurance.

3 Notice of Occurrence

Whenever it appears that an occurrence is likely to involve indemnity under this policy, written notice thereof shall be given to the company or any of its authorized agents as soon as practicable. Such notice shall contain particulars sufficient to identify the insured and also reasonably obtainable information respecting the time, place and circumstances of the occurrence, the names and addresses of the injured and of available witnesses.

4 Action Against Company

No action shall lie against the company unless, as a condition precedent thereto, there shall have been full compliance with all the terms of this policy, nor until the amount of the insured's obligation to pay shall have been finally determined either by judgment against the insured after actual trial or by written agreement of the insured, the claimant and the company.

Any person or organization or the legal representative thereof who has secured such judgment or written agreement shall thereafter be entitled to recover under this policy to the extent of the insurance afforded by this policy. No person or organization shall have the right under this policy to join the company as a party to any action against the insured to determine the insured's liability, nor shall the company be impleaded by the insured or his legal representative. Bankruptcy or insolvency of the insured or of the insured's estate shall not relieve the company of any of its obligations hereunder.

5 Subrogation

In the event of any payment under this policy, the company shall participate with the insured and any underlying insurer in the exercise of all the insured's rights of recovery therefor against any person or organization, and the insured shall execute and deliver instruments and papers and do whatever else is necessary to secure such rights. The insured shall do nothing after loss to prejudice such rights.

Recoveries shall be applied:

first, to reimburse any interest (including the insured) that may have paid any amount with respect to liability in excess of the limit of the company's liability hereunder;

then, to reimburse the company up to the amount paid hereunder, along with any other insurers having a quota share interest at the same level; and

lastly, to reimburse such interests (including the insured), with respect to which this insurance is excess, as are entitled to claim the residue, if any.

but a different apportionment may be made to effect settlement of a claim by agreement signed by all interests. Reasonable expenses incurred in the exercise of rights of recovery shall be apportioned among all interests in the ratio of their respective losses for which recovery is sought.

6 Changes

Notice to any agent or knowledge possessed by any agent or any other person shall not effect a waiver or a change in any part of this policy or estop the company from asserting any rights under the terms of this policy with respect to any requirement as to underlying insurance; nor shall the terms of this policy be waived or changed, except by endorsement issued to form a part of this policy, signed by an authorized representative of the company.

7 Assistance and Cooperation of the Insured

The insured shall cooperate with the company and with the underlying insurers as required by the terms of the controlling underlying insurance policy and comply with all the terms and conditions thereof, and shall enforce any right of contribution or indemnity against any person or organization who may be liable to the insured and with respect to which insurance is afforded under this policy or the underlying insurance policies.

rences to which this policy applies shall not exceed the limit of liability stated in Item 4 of the declarations as aggregate.

V DEFINITIONS

When used in this policy (including endorsements forming a part hereof):

"controlling underlying insurance policy" means the insurance policy designated as such in Item 6 of the declarations;

"costs" means interest on judgments, and investigation, adjustment and legal expenses including taxed court costs and premiums on bonds, for which the insured is not covered by underlying insurance (excluding, however, (a) all expenses for salaried employees and counsel on general retainer, (b) all office expenses of the insured, and (c) regular fees paid to counsel on general retainer);

"first named insured" means the person or organization first named in Item 1 of the declarations of this policy;

"insured" means any person or organization qualifying as an insured in the "Persons Insured" provision of this policy. The insurance afforded applies separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the company's liability;

"named insured" means the first named insured and any other person or organization named in Item 1 of the declarations of this policy or in an endorsement amending such Item 1;

"occurrence" means an accident or occurrence as defined in and covered by the controlling underlying insurance policy designated in the declarations;

"ultimate net loss" means the total of all sums which the insured, or any organization as its insurer, or both, shall become legally obligated to pay, whether by reason of adjudication or settlement, because of an occurrence covered under the terms of the controlling underlying insurance policy and to which this policy applies; but "ultimate net loss" shall not include (a) the amount of any recoveries, salvages or other insurance (other than underlying insurance or insurance written specifically to apply in excess of this policy), whether collectible or not, or (b) costs;

"underlying insurance" means the primary or excess insurance policies contributing to the total limit stated in Item 5 of the declarations (including any deductible amount, insured's participation or self-insured retention beneath any such policy) and includes any renewals or replacements thereof. The limits of such policies shall be deemed to be applicable regardless of (1) any defense which the underlying insurer may assert, (2) the insured's failure to comply with any condition of any such policy or (3) the insolvency of the underlying insurer.

CONDITIONS

1 Premium

The premium for this policy shall be as stated in Item 3 of the declarations and be payable by the first named insured.

2 Maintenance of Underlying Insurance

Policies affording in total the limits stated in Item 5 of the declarations shall be maintained in full effect during the currency of this

8. Cancellation

This policy may be cancelled by the first named insured by surrender thereof to the company or any of its authorized agents or by mailing to the company written notice stating when thereafter the cancellation shall be effective. This policy may be cancelled by the company by mailing to the first named insured at the address shown in this policy written notice stating when thereafter, not less than the number of days stated in Item 2 of the declarations, such cancellation shall be effective. The mailing of notice as aforesaid shall be sufficient proof of notice. The time of the surrender or the effective date and hour of cancellation stated in the notice shall become the end of the policy period. Delivery of such written notice either by the first named insured or by the company shall be equivalent to mailing.

If the first named insured cancels, earned premium shall be

computed in accordance with the customary short rate tables, but the company shall nevertheless be entitled to retain as earned premium any minimum premium stated in Item 3 of the declarations. If the company cancels, earned premium shall be computed pro rata. Premium adjustment may be made either at the time cancellation is effected or as soon as practicable after cancellation becomes effective, but payment or tender of unearned premium is not a condition of cancellation.

9. Declarations

By acceptance of this policy the first named insured agrees that the statements in the declarations are its agreements and representations, that the policy is issued in reliance upon the truth of such representations and that this policy embodies all agreements existing between the first named insured and the company or any of its agents relating to this insurance.

In Witness Whereof, the company has caused this policy to be signed by its President and a Secretary, but the same shall not be binding unless countersigned on the declarations page by a duly authorized agent of the company.


Michael S. Wilder, Secretary


Donald R. Frahm, President

(REWRITTEN)



THE HARTFORD

Named Insured and Address

Policy Number
78 XS 103754

This endorsement forms a part of the policy as numbered above, issued by THE HARTFORD INSURANCE GROUP company designated therein, and takes effect as of the effective date of said policy unless another effective date is stated herein.

Effective Date 8-1-84 Effective hour is the same as stated in the Declarations of the policy.

Endt. No.
1

MONSANTO COMPANY
800 NORTH LINDBERGH BOULEVARD
ST. LOUIS, MISSOURI 63167

IT IS HEREBY UNDERSTOOD AND AGREED THAT ITEM 4 OF THE DECLARATIONS -- LIMIT OF LIABILITY IS AMENDED TO READ:

\$5,000,000 EACH OCCURRENCE AND IN THE AGGREGATE WHERE APPLICABLE PART OF
\$40,120,000 EACH OCCURRENCE AND IN THE AGGREGATE WHERE APPLICABLE.

Nothing herein contained shall be held to vary, waive, alter, or extend any of the terms, conditions, agreements or declarations of the policy, other than as herein stated.

This endorsement shall not be binding unless countersigned by a duly authorized agent of the company, provided that if this endorsement takes effect as of the effective date of the policy and, at issue of said policy, forms a part thereof, undersignature on the declarations page of said policy by a duly authorized agent of the company shall constitute valid countersignature of this endorsement.

Form G-2240-3 B Printed in U.S.A.

Countersigned by..

Authorized Agent

MONS 159126

ENDORSEMENT NO. 1

AUTOMOBILE AND LIABILITY

NUCLEAR ENERGY LIABILITY EXCLUSION ENDORSEMENT
(Broad Form)

It is agreed that the policy* does not apply:

1. Under any Liability Coverage, to injury, sickness, disease, death or destruction
 - a. with respect to which an insured under the policy is also an insured under a nuclear energy liability policy issued by Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters or Nuclear Insurance Association of Canada, or would be an insured under any such policy but for its termination upon exhaustion of its limit of liability; or
 - b. resulting from the hazardous properties of nuclear material and with respect to which (1) any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof, or (2) the insured is, or had this policy not been issued would be, entitled to indemnity from the United States of America, or any agency thereof, under any agreement entered into by the United States of America, or any agency thereof, with any person or organization.
2. Under any Medical Payments Coverage, or under any Supplementary Payments provision relating to immediate medical or surgical relief, to expenses incurred with respect to bodily injury, sickness, disease or death resulting from the hazardous properties of nuclear material and arising out of the operation of a nuclear facility by any person or organization.
3. Under any Liability Coverage, to injury, sickness, disease, death or destruction resulting from the hazardous properties of nuclear material, if
 - a. the nuclear material (1) is at any nuclear facility owned by, or operated by or on behalf of, an insured or (2) has been discharged or dispersed therefrom;
 - b. the nuclear material is contained in spent fuel or waste at any time possessed, handled, used, processed, stored, transported or disposed of by or on behalf of an insured; or
 - c. the injury, sickness, disease, death or destruction arises out of the furnishing by an insured of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any nuclear facility, but if such facility is located within the United States of America, its territories or possessions or Canada, this exclusion (c) applies only to injury to or destruction of property at such nuclear facility.

4. As used in this endorsement:

"hazardous properties" include radioactive, toxic or explosive properties;

"nuclear material" means source material, special nuclear material or byproduct material;

"source material", "special nuclear material", and "byproduct material" have the meanings given them in the Atomic Energy Act of 1954 or in any law amendatory thereof;

"spent fuel" means any fuel element or fuel component, solid or liquid, which has been used or exposed to radiation in a nuclear reactor;

"waste" means any waste material (1) containing byproduct material and (2) resulting from the operation by any person or organization of any nuclear facility included within the definition of nuclear facility under paragraph (a) or (b) thereof;

"nuclear facility" means

- (a) any nuclear reactor,
 - (b) any equipment or device designed or used for (1) separating the isotopes of uranium or plutonium, (2) processing or utilizing spent fuel, or (3) handling, processing or packaging waste,
 - (c) any equipment or device used for the processing, fabricating or alloying of special nuclear material if at any time the total amount of such material in the custody of the insured at the premises where such equipment or device is located consists of or contains more than 25 grams of plutonium or uranium 233 or any combination thereof, or more than 250 grams of uranium 235,
 - (d) any structure, basin, excavation, premises or place prepared or used for the storage or disposal of waste,
- and includes the site on which any of the foregoing is located, all operations conducted on such site and all premises used for such operations;

"nuclear reactor" means any apparatus designed or used to sustain nuclear fission in a self-supporting chain reaction or to contain a critical mass of fissionable material;

With respect to injury to or destruction of property, the word "injury" or "destruction" includes all forms of radioactive contamination of property.

*When used with a Storekeeper's Liability Policy, the provisions of this Nuclear Energy Endorsement replace exclusion (n) of that policy.

This endorsement forms a part of the policy, issued by THE HARTFORD INSURANCE GROUP company designated therein, to which it is attached and takes effect as of the effective date of said policy.

Nothing herein contained shall be held to vary, waive, alter, or extend any of the terms, conditions, agreements or declarations of the policy, other than as herein stated.



THE HARTFORD

Donald R. Frahm
Donald R. Frahm, President

PART 2 This Declaration Page, with POLICY PROVISIONS — Part 1, Form 01-80 and any endorsements, issued to form a part thereof, completes the below numbered EXCESS LIABILITY POLICY.



THE HARTFORD

☐ Hartford Fire Insurance Company
☐ Hartford Accident and Indemnity Company
☐ Hartford Casualty Insurance Company

☐ New York Underwriters Insurance Company
☐ Twin City Fire Insurance Company

Hartford, Connecticut 06115

The INSURER shall be the Company as designated herein by Co. Code:

Co. Code
5

POLICY NO. 08 XS 103755

DECLARATIONS

Items

Previous Policy No.
08 XS 102989

1. First Named Insured and Address

MONSANTO COMPANY, ET AL
800 NORTH LINDBERGH BLVD.
ST. LOUIS, MISSOURI 63167

2. Policy Period: _____ From

04/01/84 To 04/01/85



12:01 A.M., standard time at the address of the first named insured as stated herein.

Notice of cancellation by the company: 90 days.

3. Premium: \$10,000. which is ☒ Flat Charge, Policy Period

☐ Adjustable, Per Premium Computation Endorsement

Minimum Premium: \$10,000.

Not subject to adjustment in the event of cancellation.

4. Limits of Liability

The limits of the company's liability under this policy shall, subject to all the terms of the policy relating thereto, be as follows:

EXCESS LIABILITY

\$10,000,000. EACH OCCURRENCE AND IN THE AGGREGATE WHERE APPLICABLE PART OF
\$61,500,000. EACH OCCURRENCE AND IN THE AGGREGATE WHERE APPLICABLE.

5. Total Limits of Liability — All Underlying Insurance Policies

UMBRELLA AND EXCESS LIABILITY

250,000,000. EACH OCCURRENCE AND IN THE AGGREGATE WHERE APPLICABLE AS PROVIDED BY VARIOUS CARRIERS ALL FOLLOWING THE TERMS, CONDITIONS, DEFINITIONS, AND EXCLUSIONS OF THE CONTROLLING UNDERLYING INSURANCE POLICY SPECIFIED IN ITEM 6.

6. Controlling Underlying Insurance Policy

This policy shall follow the terms, conditions, definitions and exclusions of the controlling underlying insurance policy# SD 8019/UQA0065 issued by LLOYDS OF LONDON

SD 3023(c)/UMA0223

7. Form numbers of endorsements forming part of this policy at issue:

AL-44-0 NUCLEAR ENERGY EXCLUSION

SC/1g 08/21/84

Form L-3923-G HS Printed in U.S.A. (NS)

Countersigned by _____
Authorized Agent

MONS 159091



THE HARTFORD

Excess Liability Policy

Policy Provisions — Part 1
Form 6146

THE COMPANY DESIGNATED ON THE DECLARATIONS PAGE AS THE INSURER (A STOCK INSURANCE COMPANY, HEREIN CALLED THE COMPANY)

In consideration of the payment of the premium, agree with the first named insured as follows:

I INSURING AGREEMENT

The company will indemnify the insured for ultimate net loss in excess of underlying insurance stated in Item 5 of the declarations, but not in excess of the company's limits of liability stated in Item 4 of the declarations.

Except as otherwise provided by this policy, the insurance afforded herein shall follow all the terms, conditions, definitions and exclusions of the controlling underlying insurance policy designated in Item 6 of the declarations.

II INVESTIGATION, DEFENSE, SETTLEMENT

The company shall not be obligated to assume charge of the investigation, defense or settlement of any claim or suit against the insured, but the company shall have the right and shall be given the opportunity to associate with the insured or its underlying insurers, or both, in the investigation, defense or settlement of any claim or suit which, in the opinion of the company, involves or appears reasonably likely to involve the company. If the company avails itself of such right and opportunity, the insured, its insurers and the company shall cooperate in such matters so as to effect a final determination thereof. The insured shall not make or agree to any settlement for an amount in excess of underlying insurance without the approval of the company.

Subject to the above provision, costs incurred by the insured shall be borne as follows:

- (a) all costs incurred by the insured without the written consent of the company shall be borne by the insured;
- (b) if a claim or suit is settled for not more than the limits of underlying insurance, no costs shall be payable by the company;
- (c) if the sum for which a claim or suit is settled exceeds the limits of underlying insurance, then the company, if it approves such settlement or consents to the continuation of the proceedings, shall contribute to the costs incurred by the insured in the proportion which the amount of ultimate net loss as finally determined to be payable by the company bears to the total amount paid on such claim or suit by all interests;
- (d) if the insured elects not to appeal a judgment in excess of the limits of underlying insurance, the company may elect to conduct such appeal at its cost and expense, and shall be liable for the taxable costs and disbursements and interest incidental thereto, but in no event shall the total liability of the company exceed the limits of liability as stated in this policy, plus the cost and expense of such appeal;
- (e) if a judgment is rendered in excess of the limits of underlying insurance and the company is willing to contribute thereto but the underlying insurers elect to appeal such judgment, the duty of obtaining an appeal bond with respect to liability in excess of the limits of underlying insurance shall be that of the insured and its underlying insurers.

III PERSONS INSURED

Each of the following is an insured under this policy to the extent set forth below:

- (a) any named insured, and
- (b) any person or organization which is an insured under the terms of the controlling underlying insurance policy, subject to all the limitations upon coverage under such controlling underlying insurance policy other than the limits thereof.

IV LIMITS OF LIABILITY

Regardless of the number of (1) insureds under this policy, (2) persons or organizations who sustain injury or damage or (3) claims made or suits brought, the company's liability is limited as follows:

- (a) The limits of the company's liability under this policy apply only after the underlying insurers have paid or have been held legally liable to pay the full amount of their respective limits of liability which makes up the total stated in Item 5 of the declarations; provided that:
 - (i) unless aggregate limits are specifically stated in both Items 4 and 5 of the declarations, the insurance afforded by this policy applies with respect to each occurrence only for limits of liability in excess of the amounts afforded for each occurrence in the underlying insurance, and does not apply over any reduced amount of underlying insurance in the event of the exhaustion or reduction of aggregate limits of liability, if any, in the underlying insurance; or
 - (ii) if aggregate limits of liability are specifically stated in both Items 4 and 5 of the declarations, the insurance afforded by this policy applies in excess of reduced underlying insurance, provided such reduction in the underlying insurance is solely the result of the payment of claims because of occurrences taking place during the period of this policy.
- (b) If the limits of liability stated in Item 4 of the declarations are on a "Quota Share Basis", the limits of the company's liability shall be the quota share percentage so stated of all ultimate net loss to which this policy applies which is in excess of underlying insurance, up to the limits so stated.
- (c) If the limits of liability stated in Item 4 of the declarations are on a "Full Limits Basis", the limits of the company's liability shall be the amount of all ultimate net loss to which this policy applies which is in excess of underlying insurance, up to the limits so stated.
- (d) Subject to provisions (a), (b) and (c) above, the total liability of the company for all ultimate net loss as the result of any one occurrence, shall not exceed the limit of liability stated in Item 4 of the declarations as applicable to "each occurrence".
- (e) Subject to provisions (a), (b) and (c) above, the total liability of the company for all ultimate net loss because of all occur-

release to which this policy applies shall not exceed the limit of liability stated in Item 4 of the declarations as aggregate.

V DEFINITIONS

When used in this policy (including endorsements forming a part hereof):

"controlling underlying insurance policy" means the insurance policy designated as such in Item 6 of the declarations;

"costs" means interest on judgments, and investigation, adjustment and legal expenses including taxed court costs and premiums on bonds, for which the insured is not covered by underlying insurance (excluding, however, (a) all expenses for salaried employees and counsel on general retainer, (b) all office expenses of the insured, and (c) regular fees paid to counsel on general retainer);

"first named insured" means the person or organization first named in Item 1 of the declarations of this policy;

"insured" means any person or organization qualifying as an insured in the "Persons Insured" provision of this policy. The insurance afforded applies separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the company's liability;

"named insured" means the first named insured and any other person or organization named in Item 1 of the declarations of this policy or in an endorsement amending such Item 1;

"occurrence" means an accident or occurrence as defined in and covered by the controlling underlying insurance policy designated in the declarations;

"ultimate net loss" means the total of all sums which the insured, or any organization as its insurer, or both, shall become legally obligated to pay, whether by reason or adjudication or settlement, because of an occurrence covered under the terms of the controlling underlying insurance policy and to which this policy applies; but "ultimate net loss" shall not include (a) the amount of any recoveries, salvages or other insurance (other than underlying insurance or insurance written specifically to apply in excess of this policy), whether collectible or not, or (b) costs;

"underlying insurance" means the primary or excess insurance policies contributing to the total limit stated in Item 5 of the declarations (including any deductible amount, insured's participation or self-insured retention beneath any such policy) and includes any renewals or replacements thereof. The limits of such policies shall be deemed to be applicable regardless of (1) any defense which the underlying insurer may assert, (2) the insured's failure to comply with any condition of any such policy or (3) the insolvency of the underlying insurer.

CONDITIONS

Premium

The premium for this policy shall be as stated in Item 3 of the declarations and be payable by the first named insured.

2 Maintenance of Underlying Insurance

Policies affording in total the limits stated in Item 5 of the declarations shall be maintained in full effect during the currency of this

policy, except for the reduction of any aggregate limits contained therein solely by payment of claims with respect to occurrences taking place during the period of this policy. Failure of the first named insured to comply with the foregoing shall not invalidate this policy but in the event of such failure, the company shall be liable only to the extent that it would have been liable had the first named insured complied therewith.

The first named insured shall give the company written notice as soon as practicable of any change in the scope of coverage or in the limits of any underlying insurance, and of the termination of any coverage or of reduction or exhaustion of aggregate limits of any underlying insurance.

3. Notice of Occurrence

Whenever it appears that an occurrence is likely to involve indemnity under this policy, written notice thereof shall be given to the company or any of its authorized agents as soon as practicable. Such notice shall contain particulars sufficient to identify the insured and also reasonably obtainable information respecting the time, place and circumstances of the occurrence, the names and addresses of the injured and of available witnesses.

4. Action Against Company

No action shall lie against the company unless, as a condition precedent thereto, there shall have been full compliance with all the terms of this policy, nor until the amount of the insured's obligation to pay shall have been finally determined either by judgment against the insured after actual trial or by written agreement of the insured, the claimant and the company.

Any person or organization or the legal representative thereof who has secured such judgment or written agreement shall thereafter be entitled to recover under this policy to the extent of the insurance afforded by this policy. No person or organization shall have the right under this policy to join the company as a party to any action against the insured to determine the insured's liability, nor shall the company be impleaded by the insured or his legal representative. Bankruptcy or insolvency of the insured or of the insured's estate shall not relieve the company of any of its obligations hereunder.

5. Subrogation

In the event of any payment under this policy, the company shall participate with the insured and any underlying insurer in the exercise of all the insured's rights of recovery therefor against any person or organization, and the insured shall execute and deliver instruments and papers and do whatever else is necessary to secure such rights. The insured shall do nothing after loss to prejudice such rights.

Recoveries shall be applied:

first, to reimburse any interest (including the insured) that may have paid any amount with respect to liability in excess of the limit of the company's liability hereunder;

then, to reimburse the company up to the amount paid hereunder, along with any other insurers having a quota share interest at the same level; and

lastly, to reimburse such interests (including the insured), with respect to which this insurance is excess, as are entitled to claim the residue, if any;

but a different apportionment may be made to effect settlement of a claim by agreement signed by all interests. Reasonable expenses incurred in the exercise of rights of recovery shall be apportioned among all interests in the ratio of their respective losses for which recovery is sought.

6. Changes

Notice to any agent or knowledge possessed by any agent or any other person shall not effect a waiver or a change in any part of this policy or stop the company from asserting any rights under the terms of this policy with respect to any requirement as to underlying insurance; nor shall the terms of this policy be waived or changed, except by endorsement issued to form a part of this policy, signed by an authorized representative of the company.

7. Assistance and Cooperation of the Insured

The insured shall cooperate with the company and with the underlying insurers as required by the terms of the controlling underlying insurance policy and comply with all the terms and conditions thereof, and shall enforce any right of contribution or indemnity against any person or organization who may be liable to the insured and with respect to which insurance is afforded under this policy or the underlying insurance policies.

8 Cancellation

This policy may be cancelled by the first named insured by surrender thereof to the company or any of its authorized agents or by mailing to the company written notice stating when thereafter the cancellation shall be effective. This policy may be cancelled by the company by mailing to the first named insured at the address shown in this policy written notice stating when thereafter, not less than the number of days stated in item 2 of the declarations, such cancellation shall be effective. The mailing of notice as aforesaid shall be sufficient proof of notice. The time of the surrender or the effective date and hour of cancellation stated in the notice shall become the end of the policy period. Delivery of such written notice either by the first named insured or by the company shall be equivalent to mailing.

If the first named insured cancels, earned premium shall be

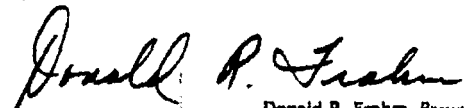
computed in accordance with the customary short rate tables, but the company shall nevertheless be entitled to retain as earned premium any minimum premium stated in item 3 of the declarations. If the company cancels, earned premium shall be computed pro rata. Premium adjustment may be made either at the time cancellation is effected or as soon as practicable after cancellation becomes effective, but payment or tender of unearned premium is not a condition of cancellation.

9. Declarations

By acceptance of this policy the first named insured agrees that the statements in the declarations are its agreements and representations, that this policy is issued in reliance upon the truth of such representations and that this policy embodies all agreements existing between the first named insured and the company or any of its agents relating to this insurance.

In Witness Whereof, the company has caused this policy to be signed by its President and a Secretary, but the same shall not be binding unless countersigned on the declarations page by a duly authorized agent of the company.


Michael S. Wilder, Secretary


Donald R. Frahm, President

MONS 159094

ENDORSEMENT NO. 1

AUTOMOBILE AND LIABILITY

NUCLEAR ENERGY LIABILITY EXCLUSION ENDORSEMENT
(Broad Form)

It is agreed that the policy* does not apply:

1. Under any Liability Coverage, to injury, sickness, disease, death or destruction
 - a. with respect to which an insured under the policy is also an insured under a nuclear energy liability policy issued by Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters or Nuclear Insurance Association of Canada, or would be an insured under any such policy but for its termination upon exhaustion of its limit of liability; or
 - b. resulting from the hazardous properties of nuclear material and with respect to which (1) any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof, or (2) the insured is, or had this policy not been issued would be, entitled to indemnity from the United States of America, or any agency thereof, under any agreement entered into by the United States of America, or any agency thereof, with any person or organization.
2. Under any Medical Payments Coverage, or under any Supplementary Payments provision relating to immediate medical or surgical relief, to expenses incurred with respect to bodily injury, sickness, disease or death resulting from the hazardous properties of nuclear material and arising out of the operation of a nuclear facility by any person or organization.
3. Under any Liability Coverage, to injury, sickness, disease, death or destruction resulting from the hazardous properties of nuclear material, if
 - a. the nuclear material (1) is at any nuclear facility owned by, or operated by or on behalf of, an insured or (2) has been discharged or dispersed therefrom;
 - b. the nuclear material is contained in spent fuel or waste at any time possessed, handled, used, processed, stored, transported or disposed of by or on behalf of an insured; or
 - c. the injury, sickness, disease, death or destruction arises out of the furnishing by an insured of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any nuclear facility, but if such facility is located within the United States of America, its territories or possessions or Canada, this exclusion (c) applies only to injury to or destruction of property at such nuclear facility.

4. As used in this endorsement:

"hazardous properties" include radioactive, toxic or explosive properties;

"nuclear material" means source material, special nuclear material or byproduct material;

"source material", "special nuclear material", and "byproduct material" have the meanings given them in the Atomic Energy Act of 1954 or in any law amendatory thereof;

"spent fuel" means any fuel element or fuel component, solid or liquid, which has been used or exposed to radiation in a nuclear reactor;

"waste" means any waste material (1) containing byproduct material and (2) resulting from the operation by any person or organization of any nuclear facility included within the definition of nuclear facility under paragraph (a) or (b) thereof;

"nuclear facility" means

- (a) any nuclear reactor,
 - (b) any equipment or device designed or used for (1) separating the isotopes of uranium or plutonium, (2) processing or utilizing spent fuel, or (3) handling, processing or packaging waste,
 - (c) any equipment or device used for the processing, fabricating or alloying of special nuclear material if at any time the total amount of such material in the custody of the insured at the premises where such equipment or device is located consists of or contains more than 25 grams of plutonium or uranium 233 or any combination thereof, or more than 250 grams of uranium 235,
 - (d) any structure, basin, excavation, premises or place prepared or used for the storage or disposal of waste,
- and includes the site on which any of the foregoing is located, all operations conducted on such site and all premises used for such operations;

"nuclear reactor" means any apparatus designed or used to sustain nuclear fission in a self-supporting chain reaction or to contain a critical mass of fissionable material;

With respect to injury to or destruction of property, the word "injury" or "destruction" includes all forms of radioactive contamination of property.

*When used with a Storekeeper's Liability Policy, the provisions of this Nuclear Energy Endorsement replace exclusion (n) of that policy.

This endorsement forms a part of the policy, issued by THE HARTFORD INSURANCE GROUP company designated therein, to which it is attached and takes effect as of the effective date of said policy.

Nothing herein contained shall be held to vary, waive, alter, or extend any of the terms, conditions, agreements or declarations of the policy, other than as herein stated.



THE HARTFORD

Donald R. Frahm
Donald R. Frahm, President

Allianz Underwriters, Inc.
(Hereinafter called the Company)



5900 Wilshire Boulevard
Los Angeles, Calif. 90036

Excess Umbrella Liability Policy

Policy No. **AUX 5201771**

P.O. Address (No., Street, Town, County, State)

Item 1.
NAMED
INSURED

MONSANTO CO., ET AL
(AND SUBSIDIARIES AS PER
SCHEDULE ON FILE WITH COMPANY)
800 NORTH LINDBERGH BLVD.
ST. LOUIS, MISSOURI 63167

THOMAS E. SEARS, INC.

INSURANCE - REINSURANCE

JOHN HANCOCK TOWER
200 CLARKSON STREET
BOSTON, MASS. 02116

Item 2. Policy Period: **APRIL 1, 1984** to **APRIL 1, 1985**
From
12:01 A.M. Standard Time at the address of the Named Insured as stated herein.

Item 3. Underlying Umbrella Policies: (A) \$5,000,000 EXCESS OF SCHEDULED UNDERLYING AND/OR
SELF INSURED RETENTION - LONDON UNDERWRITERS - POLICY NO. TO BE ADVISED
(B) 240,000,000 EXCESS OF (A) - VARIOUS CARRIERS AS PER SCHEDULE ON FILE
WITH COMPANY - POLICY NOS. TO BE ADVISED

Item 4. Underlying Umbrella Limits (Insuring Agreement 2):

\$245,000,000

Item 5. Underlying Umbrella Aggregate Limits (Insuring Agreement 2):

\$245,000,000

Item 6. Limits of Liability (Insuring Agreement 2): \$8,000,000 PART OF \$55,000,000
EXCESS OF ITEM 4. ABOVE

Item 7. Aggregate Limit of Liability (Insuring Agreement 2): \$8,000,000 PART OF \$55,000,000
EXCESS OF ITEM 5. ABOVE

Item 8. Premium: \$8,000.00 FLAT

Countersigned by:

CW/wc

Authorized Representative

April 6, 1984

Date

IN WITNESS WHEREOF the Company has caused this Policy to be signed by its President and Secretary, but same shall not be binding upon the Company unless countersigned by an authorized representative of the Company.

William J. Sheppard
Secretary

Donald W. Munson
President

MONS 159096



Excess Umbrella Liability Policy

THIS POLICY JACKET WITH THE DECLARATIONS PAGE, AND FORMS AND ENDORSEMENTS, IF ANY, ISSUED TO FORM
A PART THEREOF, COMPLETES THIS POLICY.

A.U.I. 0-0048 (1/80)

MONS 159097



ENDORSEMENT NO. **2**

THIS ENDORSEMENT FORMS A PART OF

POLICY NUMBER AUX5201717

ISSUED BY Allianz Underwriters, Inc.

AND IS EFFECTIVE APRIL 1, 1984

12:01 A.M. STANDARD TIME.

NAMED INSURED

MONSANTO CO., ET AL

NAME CHANGE ENDORSEMENT

Henceforth, the above mentioned company will be known and referred to as Allianz Underwriters Insurance Company.

CW/wc


AUTHORIZED REPRESENTATIVE

MONS 159098

ENDORSEMENT



CANCELLATION ENDORSEMENT

IN CONSIDERATION OF THE PREMIUM CHARGED, IT IS UNDERSTOOD AND
AGREED THAT THE CANCELLATION CONDITION IS AMENDED IN PART TO READ:
SIXTY (60) DAYS IN LIEU OF THIRTY (30) DAYS

All other terms and conditions of this Policy remain unchanged.

(The information below is required to be completed only when this endorsement is issued subsequent to the policy effective date.)

Effective **APRIL 1, 1984** this endorsement forms part of Policy Number **AUX5201771**

of **ALLIANZ UNDERWRITERS INSURANCE COMPANY**

Issued to **MONSANTO CO., ET AL**

Endorsement No. **1**
CW/wc

A handwritten signature in dark ink, appearing to read "James E. K...".

AUTHORIZED REPRESENTATIVE

MONS 159099

NAMED INSURED:

As stated in Item 1 of the Declaration forming a part hereof, and/or subsidiary, associated, affiliated companies or owned and controlled companies as now or hereafter constituted and of which prompt notice has been given to Company.

INSURING AGREEMENTS

1. COVERAGE.

Company hereby agrees, subject to the limitations, terms and conditions hereinafter mentioned, to indemnify the Insured for all sums which the Insured shall be obligated to pay by reason of the liability

- (a) imposed upon the Insured by law;
- or (b) assumed under contract or agreement by the Named Insured and/or any officer, director, stockholder, partner or employee of the Named Insured, while acting in his capacity as such,

for damages, direct or consequential and expenses on account of:—

- (i) Personal Injuries, including death at any time resulting therefrom;
- (ii) Property Damage;
- (iii) Advertising Liability,

caused by or arising out of each occurrence happening anywhere in the World, and arising out of the hazards covered by and as defined in the Underlying Umbrella Policies stated in Item 3 of the Declarations and issued by the Company(ies) as shown in item 3 above, (hereinafter called the "Underlying Umbrella Insurers").

2. LIMIT OF LIABILITY—UNDERLYING LIMITS.

It is expressly agreed that liability shall attach to the Company only after the Underlying Umbrella Insurers have paid or have been held liable to pay the full amount of their respective Ultimate Net Loss Liability as follows:—

\$ (as stated in Item 4 of the Declaration) Ultimate Net Loss in respect of each occurrence, but

\$ (as stated in Item 5 of the Declaration) in the aggregate for each annual period during the currency of this Policy separately in respect of Products Liability and separately in respect of Personal Injury (fatal or non-fatal) by Occupational Disease sustained by any employees of the Assured,

and the Company shall then be liable to pay only the excess thereof up to a further

\$ (as stated in Item 6 of the Declaration) Ultimate Net Loss in respect of each occurrence—subject to a limit of

\$ (as stated in Item 7 of the Declaration) in the aggregate for each annual period during the currency of this Policy, separately in respect of Products Liability and separately in respect of Personal Injury (fatal or non-fatal) by Occupational Disease sustained by any employees of the Assured.

CONDITIONS

1. PRIOR INSURANCE AND NON-CUMULATION OF LIABILITY.

It is agreed that if any loss covered hereunder is also covered in whole or in part under any other Excess Policy issued to the Insured prior to the inception date hereof the limit of liability hereon as stated in Items 6 and 7 of the Declarations shall be reduced by any amounts due to the Insured on account of such loss under such prior insurance.

Subject to the foregoing paragraph and to all the other terms and conditions of this Insurance in the event that personal injury or property damage arising out of an occurrence covered hereunder is continuing at the time of termination of this Policy Company will continue to protect the Insured for liability in respect of such personal injury or property damage without payment of additional premium.

2. MAINTENANCE OF UNDERLYING UMBRELLA INSURANCE.

This Policy is subject to the same terms, definitions, exclusions and conditions (except as regards the premium, the amount and limits of liability and except as otherwise provided herein) as are contained in or as may be added to the Underlying Umbrella Policies stated in Item 3 of the Declaration prior to the happening of an occurrence for which claim is made hereunder.

It is a condition of this Policy that the Underlying Umbrella Policies shall be maintained in full effect during the currency hereof except for any reduction of the aggregate limits contained therein solely by payment of claims in respect of accidents and/or occurrences occurring during the period of this Policy.

3. CANCELLATION.

This Policy may be cancelled by the Named Insured or by the Company or their representatives by mailing written notice to the other party, stating when not less than thirty (30) days thereafter cancellation shall be effective, except in the event of cancellation for nonpayment of premium the notice shall be effective ten (10) days thereafter. The mailing of notice as aforesaid by Underwriters of their representatives to the Named Insured at the address shown in this Policy shall be sufficient proof of notice and the Insurance under this Policy shall end on the effective date and hour of cancellation stated in the notice. Delivery of such written notice either by the Named Insured or by the Company or their representatives shall be equivalent to mailing.

MONS 159100

If this Policy shall be cancelled by the Named Insured the Company shall retain the customary short rate proportion of the premium for the period this Insurance has been in force. If this Policy shall be cancelled by the Company the Company shall retain the pro rata proportion of the premium for the period this Policy has been in force. Notice of cancellation by the Company shall be effective even though Company makes no payment or tender of return premium.

4. NOTICE OF OCCURRENCE.

Whenever the Insured has information from which they may reasonably conclude that an occurrence covered hereunder involves injuries or damage which, in the event that the Insured shall be held liable, is likely to involve this Policy, notice shall be sent to the Company as soon as practicable, provided, however, that failure to give notice of any occurrence which at the time of its happening did not appear to involve this Policy, but which, at a later date, would appear to give rise to claims hereunder, shall not prejudice such claims.

5. OTHER INSURANCE.

If other valid and collectible insurance with any other Insurer is available to the Insured covering a loss also covered by this Policy, other than insurance that is in excess of the insurance afforded by this Policy, the insurance afforded by this Policy, shall be in excess of and shall not contribute with such other insurance.

NUCLEAR INCIDENT EXCLUSION

It is agreed that this Policy does not apply:

I. Under any Liability Coverage, to Personal Injury or Property Damage

- (a) with respect to which an Insured under this Policy is also an Insured under a nuclear energy liability policy issued by Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters or Nuclear Insurance Association of Canada, or would be an Insured under any such policy but for its termination upon exhaustion of its limit of liability; or
- (b) resulting from the hazardous properties of nuclear material and with respect to which (1) any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof, or (2) the Insured is, or had this policy not been issued would be, entitled to indemnity from the United States of America, or any agency thereof, under any agreement entered into by the United States of America, or any agency thereof, with any person or organization.

II. Under any Liability Coverage, to Personal Injury or Property Damage resulting from the hazardous properties of nuclear material, if

- (a) the nuclear material (1) is at any nuclear facility owned by, or operated by or on behalf of, an Insured or (2) has been discharged or dispersed therefrom;
- (b) the nuclear material is contained in spent fuel or waste at any time possessed, handled, used, processed, stored, transported or disposed of by or on behalf of an Insured; or
- (c) the Personal Injury or Property Damage arising out of the furnishing by an Insured of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any nuclear facility, but if such facility is located within the United States of America, its territories or possessions or Canada, this exclusion (c) applies only to injury to or destruction of property at such nuclear facility.

III. As used herein:

"hazardous properties" include radioactive, toxic or explosive properties; "nuclear material" means source material, special nuclear material or byproduct material; "source material", "special nuclear material", and "byproduct material" have the meanings given them in the Atomic Energy Act of 1954 or in any law amendatory thereof; "spent fuel" means any fuel element or fuel component, solid or liquid, which has been used or exposed to radiation in a nuclear reactor; "waste" means any waste material (1) containing byproduct material and (2) resulting from the operation by any person or organization of any nuclear facility included within the definition of nuclear facility under paragraph (a) or (b) thereof; "nuclear facility" means:

- (a) any nuclear reactor;
- (b) any equipment or device designed or used for (1) separating the isotopes of uranium or plutonium, (2) processing or utilizing spent fuel, or (3) handling, processing or packaging waste;
- (c) any equipment or device used for the processing, fabricating or alloying of special nuclear material if at any time the total amount of such material in the custody of the Insured at the premises where such equipment or device is located consists of or contains more than 25 grams of plutonium or uranium 233 or any combination thereof, or more than 250 grams of uranium 235.
- (d) any structure, basin, excavation, premises or place prepared or used for the storage or disposal of waste.

and includes the site on which any of the foregoing is located, all operations conducted on such site and all premises used for such operations; "nuclear reactor" means any apparatus designed or used to sustain nuclear fission in a self-supporting chain reaction or to contain a critical mass of fissionable material;

With respect to Property Damage, the word "injury" or "destruction" includes all forms of radioactive contamination of property.

ENDORSEMENT



IN CONSIDERATION OF THE PREMIUM CHARGED IT IS UNDERSTOOD AND AGREED THAT ITEM 3., OF THE POLICY DECLARATIONS, "UNDERLYING UMBRELLA POLICIES" IS AMENDED TO READ:

(A) \$5,000,000 EXCESS OF SCHEDULED UNDERLYING AND/OR SELF-INSURED RETENTION - LONDON UNDERWRITERS AND VARIOUS COMPANIES

(B) \$245,000,000 EXCESS OF (A) VARIOUS CARRIERS AS PER SCHEDULE ON FILE WITH COMPANY.

IT IS FURTHER AGREED THAT ITEM 4., OF THE POLICY DECLARATIONS, "UNDERLYING UMBRELLA LIMITS" AND ITEM 5., OF THE POLICY DECLARATIONS, "UNDERLYING UMBRELLA AGGREGATE LIMITS" IS AMENDED TO READ:

\$250,000,000

IT IS FURTHER AGREED THAT ITEM 6., OF THE POLICY DECLARATIONS, "LIMITS OF LIABILITY" AND ITEM 7., OF THE POLICY DECLARATIONS, "AGGREGATE LIMIT OF LIABILITY" IS AMENDED TO READ:

\$8,000,000 PART OF \$61,500,000

ATS:gml:nf

All other terms and conditions of this Policy remain unchanged.

(The information below is required to be completed only when this endorsement is issued subsequent to the policy effective date.)

Effective APRIL 1, 1984 this endorsement forms part of Policy Number AUX 5201771

of ALLIANZ UNDERWRITERS INSURANCE COMPANY

Issued to MONSANTO CO., ET AL

Endorsement No. 3


AUTHORIZED REPRESENTATIVE

Excess Liability Insurance Policy

HARTFORD ACCIDENT AND INDEMNITY COMPANY
Hartford Plaza, Hartford, Connecticut 06115
A stock insurance company, herein called the Company)



DECLARATIONS Previous
Items Policy No. 08 xs 10-02-79 POLICY NO. 08 xs 10-03-83

1. Insured and Address Monsanto Company, ETAL
800 North Lindbergh Boulevard
St. Louis, Missouri 63166
2. Policy Period From 04-01-78 to 04-01-79
12:01 A.M., standard time at the address of
the first named insured as stated herein.

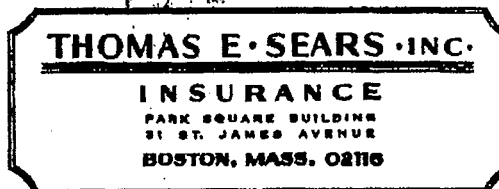
Producer's Name and Address Agent Code
Thomas E. Sears, Inc. 088910
Boston, Mass.

The first named insured is: Monsanto Co.

3. Premium \$ 15,000 which is: ☒ Flat Charge
☐ Adjustable at a rate of \$ _____ per
\$ _____ of _____

4. Schedule of Underlying Insurance Policies

<u>Policy No.</u>	<u>Policy Period</u>	<u>Type of Policy</u>	<u>Limits of Liability</u>	<u>Insurer</u>
Various	04/01/78 - 79	Excess Liab.	98,000,000 each occ. & agg.	Various



5. Limits of Liability: The limits of the Company's liability against the insurance afforded by this policy shall, subject to all the terms of this policy relating thereto, be as stated either in Item 5 (a) or Item 5 (b) below.

(a) Excess Limits of Liability - Quota Share Basis

14.92%, being \$ 5,000,000 each occurrence and \$ 5,000,000 aggregate quota
share part of \$30,750,000 each occurrence and \$30,750,000 aggregate
excess of underlying insurance.

(b) Excess Limits of Liability - Full Limits Basis

\$ _____,000 each occurrence and \$ _____,000 aggregate
excess of underlying insurance.

Form Numbers of Endorsements forming a part of Policy at issue: G-2240-2A #1 (Exclusion of Fidelity Coverage); #2 (Exclusion of PCB); #3 (Cancellation Amendment Edit.)

Countersigned by [Signature]
(1) Authorized Agent

MONS 155203

RESIDENT AGENT COUNTERSIGNATURE ENDORSEMENT



☒ Hartford Fire Insurance Company
☒ Hartford Accident and Indemnity Company
☒ Hartford Casualty Insurance Company

☒ New York Underwriters Insurance Company
☒ Twin City Fire Insurance Company

Named Insured and Address

This Endorsement forms a part of ☒ Policy No. ☐ Bond No. 08XS100383 issued by THE HARTFORD INSURANCE GROUP company designated therein, and takes effect as of the effective date of said policy unless another effective date is stated herein.

Monsanto Company, ETAL
 800 North Lindbergh Boulevard
 St. Louis, Missouri 63166

Effective date 04-01-78

Effective hour is the same as stated in the Declarations of the Policy.

*Note: If this endorsement is issued to form a part of a bond, the word "Policy" as used herein means "Bond".

State for which this endorsement is issued
 Missouri

Producing Agent or Broker
 Thomas E. Sears Inc.

The insurer with respect to each coverage shall be as designated by Co. Code Number.

Co. Code	Coverages (Automobile)	Premium For State	Co. Code	Coverages (other than Automobile)	Premium For State
	Bodily Injury	\$		General Liability	\$
	Medical Payments	\$		Workmen's Compensation	\$
	Property Damage	\$		Burglary	\$
	Comprehensive	\$		Glass	\$
	Collision	\$		Bond	\$
	Other (specify)			Other (specify)	
5	Excess	\$15,000.			\$

Nothing herein contained shall be held to vary, waive, alter, or extend any of the terms, conditions, agreements or declarations of the policy; other than as herein stated.

The countersignature hereto, by a duly authorized agent of the company, is to be considered the valid countersignature to the above policy, in so far as concerns that portion of the Risk located in the State named above.

Agency Location
 Boston, MA

Countersigned by (Insuring Agent)
[Signature]

Crave-Coeur, Mo.

Form G-1780-7 Printed in U.S.A. 6-70

MONS 155204



THE HARTFORD

Named Insured and Address

This endorsement forms a part of Policy No. 08 xs 10-03-83 issued by THE HARTFORD INSURANCE GROUP company designated therein, and takes effect as of the effective date of said policy unless another effective date is stated herein.

Monsanto Co.
800 N. Lindbergh Blvd.
St. Louis, Missouri 63166

Effective date 4-1-78 Effective hour is the same as stated in the Declarations of the policy.

Exclusion of Fidelity Coverage

It is agreed that this policy excludes coverage for the Fidelity exposure.

Nothing herein contained shall be held to vary, waive, alter, or extend any of the terms, conditions, agreements or declarations of the policy, other than as herein stated.

This endorsement shall not be binding unless countersigned by a duly authorized agent of the company; provided that if this endorsement takes effect as of the effective date of the policy and, at issue of said policy, forms a part thereof, countersignature on the declarations page of said policy by a duly authorized agent of the company shall constitute valid countersignature of this endorsement.

Countersigned by

Authorized Agent

G-2240-2 A Printed in U. S. A. 6-74

MONS 155205



THE HARTFORD

Named Insured and Address

This endorsement forms a part of Policy No. 08 xs 10-03-83 issued by THE HARTFORD INSURANCE GROUP company designated therein, and takes effect as of the effective date of said policy unless another effective date is stated herein.

Monsanto Co.
800 N. Lindbergh Blvd.
St. Louis, Missouri 63166

Effective date 4-1-78 Effective hour is the same as stated in the Declarations of the policy.

Exclusion of Polychlorinated Biphenyls

It is agreed that this policy excludes coverage for Polychlorinated Biphenyls ("PCB")

Nothing herein contained shall be held to vary, waive, alter, or extend any of the terms, conditions, agreements or declarations of the policy, other than as herein stated.

This endorsement shall not be binding unless countersigned by a duly authorized agent of the company; provided that if this endorsement takes effect as of the effective date of the policy and, at issue of said policy, forms a part thereof, countersignature on the declarations page of said policy by a duly authorized agent of the company shall constitute valid countersignature of this endorsement.

Countersigned by

Authorized Agent

G-2240-2 A Printed in U. S. A. 6-74

MONS 155206



THE HARTFORD

Named Insured and Address

This endorsement forms a part of Policy No. 08 ~~xx~~ 10-03-83 issued by THE HARTFORD INSURANCE GROUP company designated therein, and takes effect as of the effective date of said policy unless another effective date is stated herein.

Monsanto Co.
800 N. Lindbergh Blvd.
St. Louis, Missouri 63166

Effective date: 4-1-78 Effective hour is the same as stated in the Declarations of the policy.

Cancellation Amendatory Endorsement

It is agreed that under Conditions, Item 4, Cancellation, "sixty days" replaces the words "thirty days."

Nothing herein contained shall be held to vary, waive, alter, or extend any of the terms, conditions, agreements or declarations of the policy, other than as herein stated.

This endorsement shall not be binding unless countersigned by a duly authorized agent of the company; provided that if this endorsement takes effect as of the effective date of the policy and, at issue of said policy, forms a part thereof, countersignature on the declarations page of said policy by a duly authorized agent of the company shall constitute valid countersignature of this endorsement.

Countersigned by

Authorized Agent

G-3240-2 A Printed in U. S. A. 6-74

MONS 155207



THE HARTFORD

Named Insured and Address

This endorsement forms a part of Policy No. 08 ~~XA~~ 10-03-83 issued by THE HARTFORD INSURANCE GROUP company designated therein, and takes effect as of the effective date of said policy unless another effective date is stated herein.

Monsanto Company, ETAL
800 North Lindbergh Blvd.
St. Louis, Missouri 63166

Effective date 04-01-78 Effective hour is the same as stated in the Declarations of the policy.

Item 5 (A) of the Declarations is hereby amend to read as follows:

14.92%, being \$5,000,000 each occurrence and \$5,000,000 aggregate quota share part of \$33,500,000 each occurrence and \$33,500,000 aggregate excess of underlying insurance.

Nothing herein contained shall be held to vary, waive, alter, or extend any of the terms, conditions, agreements or declarations of the policy, other than as herein stated.

This endorsement shall not be binding unless countersigned by a duly authorized agent of the company; provided that if this endorsement takes effect as of the effective date of the policy and, at issue of said policy, forms a part thereof, countersignature on the declarations page of said policy by a duly authorized agent of the company shall constitute valid countersignature of this endorsement.

Countersigned by

Authorized Agent

G-2240-2 A Printed in U. S. A. 6-74

MONS 155208

Excess Liability Insurance Policy

In consideration of the payment of the premium, in reliance upon the statements in the declarations made a part hereof and subject to all of the terms of this policy, the Company agrees with the insured as follows:

I. INSURING AGREEMENT

The Company will indemnify the insured for the amount of ultimate net loss applicable to the insurance to which this policy applies, in excess of the applicable limits of liability designated in Item 4 of the declarations as underlying insurance.

Except as may be inconsistent with the provisions of this policy, the insurance afforded by this policy shall follow all the provisions of the underlying insurance (whether primary or excess) immediately preceding the layer of insurance afforded by this policy, including any changes by endorsement.

The first named insured shall give the Company written notice as soon as practicable of any change in the scope of coverage or in the amount of limits of liability under any underlying insurance, and of the termination of any coverage or of exhaustion of aggregate limits of liability of any underlying insurance.

II. MAINTENANCE OF UNDERLYING INSURANCE

Each policy described in Item 4 of the declarations shall be maintained in full effect during the currency of this policy, except for the reduction of the aggregate limit or limits of liability, if any, contained therein solely by payment of claims because of occurrences taking place during the period of this policy. Failure of the insured to comply with the foregoing shall not invalidate this policy but, in the event of such failure, the Company shall be liable only to the extent that it would have been liable had the insured complied therewith.

Upon notice that any aggregate limit of liability under any policy of underlying insurance has been exhausted, the first named insured shall immediately make all reasonable efforts to reinstate such limits.

III. NOTICE OF LOSS

The insured shall immediately notify the Company of any occurrence which appears likely to result in liability under the provisions of this policy and of subsequent developments likely to affect the Company's liability hereunder. At no time shall the Company be called upon to assume charge of the defense or settlement of any claims made or suits brought or proceedings instituted against the insured. The Company shall, however, have the right

and shall be given the opportunity to associate with the insured or its underlying insurer or insurers, or with both, or all, in any one or more of the control, defense or trial of any claims, suits or proceedings which, in the opinion of the Company, involve or appear reasonably likely to involve the Company. If the Company avails itself of such right and opportunity, the insured and the Company shall cooperate in such control, defense or trial of such claims, suits or proceedings, so as to effect a final determination thereof.

The insured shall be solely responsible for the investigation, settlement, defense and final disposition of any claim made or suit brought or proceeding instituted against the insured to which this policy would apply and which no underlying insurer or insurers is obligated to defend. The insured shall use due diligence and prudence to settle all such claims and suits which in the exercise of sound judgment should be settled; provided, however, that the insured shall not make, or agree to, any settlement for any amount in excess of the underlying insurance without the approval of the Company.

The insured shall (a) cooperate with the underlying insurer or insurers as required by the terms of the underlying insurance, (b) comply with all the terms and conditions thereof and (c) enforce any right of contribution or indemnity against any person or organization which may be liable to the insured, because of liability with respect to which insurance is afforded under this policy and the underlying insurance.

IV. DEFINITIONS

When used in this policy (including endorsements forming a part hereof):

"costs" means interest on judgments, and investigation, adjustment and legal expenses including taxed court costs and premiums on bonds, for which the insured is not covered by underlying insurance (excluding, however, (a) all expenses for salaried employees and counsel on general retainer, (b) all office expenses of the insured, and (c) regular fees paid to counsel on general retainer);

costs incurred by the insured with the written consent of the Company shall be apportioned as follows:

- (a) in the event of claim or suit arising which appears likely to exceed the underlying insurance limit or limits of liability, no costs shall be incurred by the insured without the written consent of the Company;
- (b) should such claim or suit be settled out of court for not more than the underlying insurance limit or limits of liability, then no costs shall be payable by the Company;
- (c) should, however, the sum for which the claim or suit may be settled exceed the underlying insurance limit or limits of liability, then the Company, if it approves such settlement or consents to the continuation of the proceedings, shall contribute to the costs incurred by the insured in the proportion which the amount of the ultimate net loss as finally adjusted bears to the total amount of such ultimate net loss;

(3)

MONS 155210

- (d) in the event the insured elects not to appeal a judgment in excess of the underlying insurance limit or limits of liability, the Company may elect to conduct such appeal at its own cost and expense and shall be liable for the taxable court costs and interest incidental thereto, but in no event shall the total liability of the Company exceed its limit or limits of liability as stated in this policy, plus the costs of such appeal;
- (e) in the event a judgment is rendered in excess of the underlying insurance limit or limits of liability and the underlying insurer or insurers elect to appeal such judgment, the duty of obtaining an appeal bond with respect to liability in excess of the underlying insurance limit or limits of liability shall be that of the insured and its underlying insurer or insurers;

"first named insured" means the insured first named in Item 1 of the declarations, and such insured is authorized to act on behalf of all other insureds with respect to the giving and receiving of notice of cancellation and to receiving any return premium that may become payable under this policy;

"insured" means the first named insured and also includes any other person or organization which either is named in Item 1 of the declarations or which qualifies as an insured under the terms of the underlying insurance immediately preceding the layer of insurance afforded by this policy. The insurance applies separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the Company's liability;

"ultimate net loss" means the sums paid, excluding costs, in settlement of losses for which the insured is liable after making deductions for all recoveries, salvages and other insurance (other than the underlying insurance or policies specifically in excess hereof), whether recoverable or not;

"underlying insurance" means the insurance policies identified in Item 4 of the declarations and includes any renewals or replacements of such policies.

V. LIMITS OF LIABILITY

Regardless of the number of (1) insureds under this policy, (2) persons or organizations who sustain injury or damage or (3) claims made or suits brought, the Company's liability is limited as follows:

- (a) the limits of the Company's liability under this policy apply only after the underlying insurer or insurers have paid or have been held to pay the full amount of their respective limits of liability as stated in Item 4 of the declarations;
- (b) if this policy is written on an Excess Limits of Liability - Quota Share Basis, the limits of the Company's liability for all ultimate net loss shall be as stated in Item 5(a) of the declarations;
- (c) if this policy is written on an Excess Limits of Liability - Full Limits Basis, the limits of the Company's liability for all ultimate net loss shall be as stated in Item 5(b) of the declarations.

(4)

MONS 155211

Unless aggregate limits are specifically stated in Items 4 and 5 of the declarations, the insurance afforded by this policy applies only with respect to each occurrence for limits of liability in excess of the amounts afforded for each occurrence in the underlying insurance, and does not apply over any reduced amount of underlying insurance in the event of the exhaustion or reduction of aggregate limits of liability, if any, in the underlying insurance.

If aggregate limits of liability are specifically stated in Items 4 and 5 of the declarations, the insurance afforded by this policy will apply in excess of reduced underlying insurance, provided such reduction in the underlying insurance is solely the result of the payment of claims because of occurrences taking place during the period of this policy.

The first named insured shall give the Company written notice as soon as practicable of any reduction or exhaustion of such aggregate limit of liability in the underlying insurance.

NUCLEAR ENERGY LIABILITY EXCLUSION

This policy shall not apply:

- I. Under any Liability Coverage, to injury, sickness, disease, death or destruction

- (a) with respect to which an insured under the policy is also an insured under a nuclear energy liability policy issued by Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters or Nuclear Insurance Association of Canada, or would be an insured under any such policy but for its termination upon exhaustion of its limit of liability; or

- (b) resulting from the hazardous properties of nuclear material and with respect to which (1) any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof, or (2) the insured is, or had this policy not been issued would be, entitled to indemnity from the United States of America, or any agency thereof, under any agreement entered into by the United States of America or any agency thereof, with any person or organization.

- II. Under any Medical Payments Coverage, or under any Supplementary Payments provision relating to immediate medical or surgical relief, to expenses incurred with respect to bodily injury, sickness, disease or death resulting from the hazardous properties of nuclear material and arising out of the operation of a nuclear facility by any person or organization.

- III. Under any Liability Coverage, to injury, sickness, disease, death or destruction resulting from the hazardous properties of nuclear material, if

- (a) the nuclear material (1) is at any nuclear facility owned by or operated by or on behalf of, an insured or (2) has been discharged or dispersed therefrom;

(5)

MONS 155212

- (b) the nuclear material is contained in spent fuel or waste at any time possessed, handled, used, processed, stored, transported or disposed of by or on behalf of an insured; or
- (c) the injury, sickness, disease, death, or destruction arises out of the furnishing by an insured of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any nuclear facility, but if such facility is located within the United States of America, its territories or possessions or Canada, this exclusion (c) applies only to injury to or destruction of property at such nuclear facility.

IV. As used in this policy:

"hazardous properties" include radioactive, toxic or explosive properties;

"nuclear material" means source material, special nuclear material or byproduct material;

"source material", "special nuclear material" and "byproduct material" have the meanings given them in the Atomic Energy Act of 1954 or in any law amendatory thereof;

"spent fuel" means any fuel element or fuel component, solid or liquid which has been used or exposed to radiation in a nuclear reactor;

"waste" means any waste material (1) containing byproduct material and (2) resulting from the operation by any person or organization of any nuclear facility included within the definition of nuclear facility under paragraph (a) or (b) thereof;

"nuclear facility" means"

- (a) any nuclear reactor,
- (b) any equipment or device designed or used for (a) separating the isotopes or uranium or plutonium, (2) processing or utilizing spent fuel, or (3) handling, processing or packaging waste,
- (c) any equipment or device used for the processing, fabricating or alloying of special nuclear material if at any time the total amount of such material in the custody of the insured at the premises where such equipment or device is located consists of or contains more than 25 grams of plutonium or uranium 233 or any combination thereof, or more than 250 grams of uranium 235,
- (d) any structure, basin, excavation, premises or place prepared or used for the storage or disposal of waste,

and includes the site on which any of the foregoing is located, all operations conducted on such site and all premises used for such operations;

(6)

MONS 155213

"nuclear reactor" means any apparatus designed or used to sustain nuclear fission in a self-supporting chain reaction or to contain a critical mass of fissionable material;

with respect to injury to or destruction of property, each of the words "injury" or "destruction" includes all forms of radioactive contamination of property.

CONDITIONS

1. Premium

The premium for this policy shall be as stated in Item 3 of the declarations.

Any change in the premium for the underlying insurance shall be promptly reported by the first named insured to the Company and the premium for this policy may be adjusted in accordance with the manuals of the Company then in effect.

2. Action Against Company

No action shall lie against the Company unless, as a condition precedent thereto, there shall have been full compliance with all the terms of this policy, nor until the amount of the insured's obligation to pay shall have been finally determined either by judgment against the insured after actual trial or by written agreement of the insured, the claimant and the Company.

Any person or organization or the legal representative thereof who has secured such judgment or written agreement shall thereafter be entitled to recover under this policy to the extent of the insurance afforded by this policy. No person or organization shall have any right under this policy to join the Company as a party to any action against the insured to determine the insured's liability, nor shall the Company be impleaded by the insured or his legal representative. Bankruptcy or insolvency of the insured or of the insured's estate shall not relieve the Company of any of its obligations hereunder.

3. Subrogation

In the event of any payment under this policy, the Company shall participate with the insured and any underlying insurer in the exercise of all the insured's rights of recovery thereafter against any person or organization, and the insured shall execute and deliver instruments and papers and do whatever else is necessary to secure such rights. The insured shall do nothing after loss to prejudice such rights.

Recoveries shall be applied:

first, to reimburse any interest (including the insured) that may have paid any amount, with respect to liability in excess of the limit of the Company's liability hereunder;

then, to reimburse the Company up to the amount paid hereunder; and

lastly, to reimburse such interests (including the insured), with respect to which this insurance is excess, as are entitled to claim the residue, if any;

(7)

MONS 155214

but a different apportionment may be made to affect settlement of a claim by agreement signed by all-interests. Reasonable expenses incurred in the exercise of rights of recovery shall be apportioned among all interests in the ratio of their respective losses for which recovery is sought.

4. Cancellation

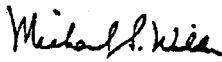
This policy may be cancelled by the first named insured by surrender thereof to the Company or any of its authorized agents or by mailing to the Company written notice stating when thereafter the cancellation shall be effective. This policy may be cancelled by the Company by mailing to the first named insured at the address shown in this policy written notice stating when not less than thirty days thereafter such cancellation shall be effective. The mailing of notice as aforesaid shall be sufficient proof of notice. The time of the surrender or the effective date and hour of cancellation stated in the notice shall become the end of the policy period. Delivery of such written notice either by the first named insured or by the Company shall be equivalent to mailing.


If the first named insured cancels, earned premium shall be computed in accordance with the customary short rate tables and procedure. If the Company cancels, earned premium shall be computed pro rata. Premium adjustment may be made either at the time cancellation is effected or as soon as practicable after cancellation becomes effective, but payment or tender of unearned premium is not a condition of cancellation.

5. Declarations

By acceptance of this policy the insured agrees that the statements in the declarations are its agreements and representations, that this policy is issued in reliance upon the truth of such representations and that this policy embodies all agreements existing between the insured and the Company or any of its agents relating to this insurance.

In Witness Whereof, the COMPANY has caused this policy to be signed by its President and a Secretary, but the same shall not be binding unless countersigned on the declarations page by a duly authorized agent of the Company.


Secretary


President

(8)

MONS 155215